



**CITY OF BLUEFIELD
DEPARTMENT OF CITY MANAGER**

**REQUEST FOR PROPOSAL
TO
RETROFIT EXISTING LIGHT FIXTURES WITH LIGHT EMITTING
DIODE (LED) BULBS AT VARIOUS CITY OFFICE LOCATIONS.**

Date: 10/12/2016

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1.0 SCOPE OF THE PROJECT

The City of Bluefield is requesting proposals for the replacement of existing lighting with Light Emitting Diode (LED) bulbs at the locations shown below. The existing fixtures in these buildings are Incandescent, Fluorescent and Metal Halide. The lighting replacement schedule on page 13 provides detailed information about the existing lighting fixture, their location and the proposed LED replacement specification.

- Bluefield Municipal Complex located at 200 Rogers St. (City Hall Administrative offices, Code Enforcement, Police Dept., Fire Dept. and Sanitary Board)
- Bluefield Parks and Recreation located at 1780 Stadium Dr. (Offices and gym)
- Public Works located at 6 Old Princeton Rd. (Offices and garage)
- City owned street lights located throughout the downtown area

The lighting retrofit is being performed as a part of Bluefield's desire to reduce municipal electricity use. The City is open to new and creative financing options.

2.0 PROPOSAL FORMAT

Proposals should include the following information:

One (1) original (signed) and three (3) copies of the proposal shall be submitted in a sealed envelope to the advertised location. The sealed envelope shall be identified on the face with the following:

- Name and address of the Firm
- Project Name
- Date and time proposal is due
- Mailing address for delivery to the City of Bluefield

All proposals shall address the following information:

- All proposals shall be in a report format, typed and printed on letter-size paper.
- Each proposer shall submit one (1) original (signed) and three (3) copies of the proposal in its entirety.
- The original proposal must be signed by principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFP.
- Cover letter from an authorized individual who can commit to the terms and conditions of the proposal.
- A description of the firm, its background, and present location of business. The description shall include a list of corporate officers, names of partners if partnership, or members if a limited liability company.
- A statement of qualifications to demonstrate capability of performing and completing the requested services.
- A list of at least three references for which the firm has performed work within the past two years substantially similar to this project. Include the client name, address, contact person, phone number, and project name or identification number.
- A technical summary of the included Scope of Services outlining the work to be performed, summarizing the proposed work effort, and indicating any proposed modifications to the Scope of Services. Suggested modifications shall include a description of the change to the design services.
- A list of any subcontractors to be employed on this project, which shall include all information, required of the

submitting firm.

- The firm's single point of contact through proposal acceptance. The City of Bluefield shall communicate solely through this contact regarding all issues of acceptance. A correct e-mail address, postal address, phone number, and fax number shall be provided for the point of contact.
- A price proposal that includes the price for services and equipment provided under the Contract, and shall be signed by an individual authorized to bind the Proposer contractually. Please fill out the lighting replacement table by listing the price of each item (Refer to page 15)
- Total cost of fixture replacement.
- Maintenance Plan
- Project Funding Options
- Warranty, guaranty, and bonding information for firm and bulbs; and warranty for all equipment, including but not limited to bulbs, drivers, and jumpers
- Manufacture and origin of bulbs and other equipment
- Respondent qualification and certification statement (Refer to page 12)
- References (Refer to page 14)

3.0 PROPOSAL DEADLINES

Each proposal shall be submitted according to the following guidelines, including the information detailed below. Failure to abide by these instructions may render a proposal non-responsive.

3.1 Proposal Submission Address and Submittal Deadline

All proposals shall be submitted to the City at the following address on or before the submission deadline stated below. All proposals received after this deadline will be returned unopened to the sender.

DATE: FRIDAY, NOVEMBER 4, 2016
TIME: 4:00 PM

LOCATION: City of Bluefield
Department of City Manager
200 Rogers St., Bluefield, WV 24701
CONTACT: Dane Rideout, City Manager
Email: citymanager@cityofbluefield.com
Tel: 304.327.2401 x 2402; Fax: 304.327.8670

PROPOSERS shall direct all technical questions by email to the following address:
citymanager@cityofbluefield.com

4.0 SELECTIONS AND CONTRACT AWARD PROCESS

Proposals will be opened and read aloud at the Public Bid Opening on **Monday, November 7, 2016 at 9:30 a.m.** in the Board room located at 200 Rogers St., Bluefield, WV.

The City Manager's office will select the proposal(s) which are determined to be the most qualified, having the best experience and ability to successfully perform the required tasks.

5.0 CONTRACT TERM

Upon completion of the evaluation of the proposals received in response to this solicitation, the CITY shall execute a contract for a term not to initially exceed 7 years commencing on the executed and stipulated start date. The City does reserve the right to extend the contract.

6.0 PROPOSAL PREPARATION COST

The City shall accept no responsibility for the cost of preparing or shipping submitted proposals.

7.0 LICENSES AND PERMITS

In accordance with West Virginia Code of State Rules §148-1-6.1.7, Contractor and all sub-contractors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office and the West Virginia Tax Department. Upon request, the Vendor must provide all necessary releases to obtain information to enable the City of Bluefield to verify that the Vendor is licensed and in good standing with the above entities.

In addition to anything required under the section entitled Licensing and Permits, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to contract award, in a form acceptable to the City of Bluefield.

City of Bluefield Business License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

The Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

8.0 INDEPENDENT CONTRACTOR

The Contractor shall provide to the City a copy of their valid West Virginia Contractor's License.

The Service Provider understands and agrees that its relationship with the City arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees,

are not employees of the City and are, therefore, not entitled to any benefits. The Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9.0 ANTI-DISCRIMINATION

By submitting their proposals, bidders certify they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.

During the performance of the contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer.

c. 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.

d. The Service Provider agrees to provide a drug-free workplace for the Service Provider's employees; to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the Service Provider maintains a drug-free workplace. For the purpose of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a Service Provider in accordance with this procurement transaction.

The Service Provider will include the provisions of the foregoing paragraphs a, b, c and d in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10.0 COMPLIANCE WITH FEDERAL IMMIGRATION

The Contractor does not, and shall not during the performance of the Contract for goods and services in the State; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

11.0 COMPLIANCE WITH STATE LAW

The Contractor shall comply with the Code of West Virginia pertaining to foreign and domestic businesses authorized to transact business in the state of West Virginia.

12. TERMINATION FOR CAUSE

The Contract may be terminated by the City upon five (5) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the City.

13.0 TERMINATION FOR CONVENIENCE

The obligation to provide further services under the Contract may be terminated by the City for its convenience and not for cause upon fifteen (15) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

14.0 NOTICE

Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the Cover Letter of this Request for Proposal.

CITY OF BLUEFIELD GENERAL CONDITIONS

The General Conditions set out below shall apply to all formal solicitations for the City of Bluefield, West Virginia. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term "bid" and "bidder" as used in these General Conditions shall include the term "proposal" and "offeror."

I. RECEIPT OF PROPOSALS

If received after the Proposal due date set forth in the Request for Proposal, formal bids, amendments thereto, or requests for withdrawal of bids will not be considered. Properly marked bids received prior to the Proposal Due Date will be securely kept unopened, in the office of the City Manager. The City Manager or his duly appointed representative will determine when the specified time has arrived and, with the following exception, no bid will be received thereafter. Should a bid arrive by mail after the due date, but before an award is made, and the City Manager is satisfied that the non-arrival was solely due to delay in the mail, beyond the bidder's responsibility, it will be received and considered.

No liability will attach to the City or appointed City representative(s) for the premature opening of an improperly addressed or improperly identified bid.

II. BID OPENING

When applicable, bidders are encouraged to attend the Public Bid Opening and offer constructive suggestions as to format or ways in which the City may realize greater savings. Bids are available for public inspection subsequent to the Public Bid Opening for a period of not less than 120 days. Abstracts and tabulations are not prepared for distribution. Bids are not subject to telephone recaps unless the City Manager deems it feasible to do so.

Unless otherwise specified by the City, all formal bids submitted will be binding for City acceptance for ninety (90) days from the date of the bid opening.

III. AWARD OR REJECTION OF PROPOSALS

A contract will be awarded to a responsive and responsible bidder. Unless otherwise specified, the City reserves the right: (1) to award in part or in whole, (2) to reject any or all bids, (3) to waive any information in bids, and (4) to award so as to best serve the interest of the City.

The City also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a bidder who, investigation shows, is not in a position to perform the contract.

The bidder must supply all information required by the Request for Proposal, Instructions to Bidders, Specifications, and Bid Forms. The Bid Form must include an itemization of costs and hours. Failure to supply all information may result in disqualification of the bid.

A written notice of award (or acceptance of bid) shall be provided to the successful bidder within the specified acceptance period. If a formal contract is required, it will be written and issued for execution.

IV. QUOTATION

Prices proposed shall not include Federal, State, or Local taxes. The City of Bluefield is exempt from taxes; however, the contractors/vendors are not agents and/or employees of the City of Bluefield. Therefore, contractors/vendors shall pay all applicable taxes that may arise while attempting to obtain goods, services, and/or any other merchandise for this bid.

Bidders must submit any and all exceptions to conditions of specifications in writing at time of bid as part of the bid submission.

The City reserves the right to require a performance bond as it deems may be in the City's best interest to do so at time of award.

V. PURCHASER'S RIGHT OF SELECTION

The City reserves the right to accept proposals by items or as a whole, or in its discretion, reject any and all proposals and re-advertise. The City reserves the right to award items to various vendors. The City reserves the right to increase or decrease the estimated quantities. The City reserves the right to reject any and all proposals which comply with these specifications, or to accept a higher bid which complies, provided that, in the judgment of the City, the items offered under the higher bid have additional values or functions which justify the difference in price.

VI. BILLING AND PAYMENT

Original and one copy shall be forwarded to the City of Bluefield. Payment will be made only upon final acceptance by the City of Bluefield.

VII. RESERVATIONS AND ANNULMENTS

The right is reserved by the City to reject bids for any and all of the items, and/or to waive technical defects if in its judgment the interest of the City shall so require. The City also reserves the right to annul any contract, if in its opinion there will be a failure, at any time, to perform faithfully any of its stipulations. Any willful attempt to impose upon the City materials, products, and/or workmanship inferior to that required by the Contract, or any action taken in a pursuance of this latter stipulation will not affect or impair any rights or claims of the City to damages for the breach of any covenant of the Contract by the Contractor.

Should the Contractor fail to comply with the conditions of this Contract or fail to complete the required work within the time stipulated in the Contract, except for the circumstances beyond his control, including but not limited to an Act of God, war, flood, governmental restrictions and inability to obtain transportation, the City reserves the right to complete the required work at the expense of the Contractor, and to withhold all money that may be due or become due and apply same to any incurred expenses to the City that may be consequent on the Contractor's failure.

Should the Contractor be prevented from furnishing any item or items, or from completing the required work included in this Contract, by reason of such failures caused by circumstances beyond his control, including but not limited to an Act of God, war, flood, governmental action, and inability to obtain transportation, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

VIII. SUB-CONTRACTORS

The Contractor shall give its personal attention constantly to the faithful execution of this Contract, shall keep the same under his control, and shall not assign by power of attorney or otherwise, sublet the work or any part thereof without the previous consent of the City Manager in writing of the name of such sub-contractor intended to employ, the portion of the material to be furnished, their place of business, and such other information as the City Manager may require.

The Contractor shall not legally or equitably assign any of the monies payable under the contract or its claim thereto, unless by and with like consent of the City Manager.

IX. COMPLIANCE WITH SPECIFICATIONS

The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the City Manager and as described herein.

X. CONFLICT OF INTEREST

No employee of the City will be entitled to any share or part of this Contract or to any benefit that may arise there from.

XI. CONTRACT

The proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications, the Instructions to Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing, including lease or purchase agreements and service contracts, shall constitute the formal Contract between the bidder and the City of Bluefield.

The foregoing conditions will be binding on all sealed bid solicitations unless specifically deleted or amended by reference within the bid documents.

XII. BREACH OF CONTRACT

The City has the option to deem the Contractor in breach of Contract for any or all of the following reasons:

- Repeat violations of any of the Contract terms
- Criminal conduct
- Incompetence or negligence in carrying out the Contract terms
- Abandonment of work due to bankruptcy

If the City determines the Contractor to have breached the Contract, the City shall notify the Contractor by written notice of the determination of breach of Contract. The City may also grant the Contractor an opportunity to cure the breach within fifteen (15) days from the date of receipt of notice. The City may also, at its option, elect to terminate the Contract upon ten (10) days notice to the Contractor. This notice of termination may be included in the City's written notice of Breach of Contract. The City shall not be obligated to pay the Contractor any additional sum after the Contract termination for services performed or supplies delivered after the Contract termination date. Furthermore, the City may pursue whatever legal action is at its disposal to recover financial damages or excess costs which result from default of services, including withholding any payment for services performed prior to determination of breach, conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the work as directed. It is further agreed that the above procedures will be considered precedent to litigation and payment.

XIII. COVENANT AGAINST CONTINGENCY FEES

The undersigned person authorized to execute this agreement on behalf of the contracting firm hereunder warrants that he or she or any member of the contracting firm has not employed or retained any representative, individual or firm, other than a bona fide employee working solely for the contracting professional or firm to solicit or secure any contracts hereunder and furthermore warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of a contract under this proposal.

XIV. AWARDS

It is the intention to award this Contract to the proposer submitting the most favorable price with consideration being given to the proposal's ability to perform the Contract. The City reserves the right to make awards according to the best interest of the City of Bluefield, West Virginia.

XV. INSURANCE/TAX BENEFITS

Prior to commencement of work under any contract awarded as a result of the proposal, the proposer must obtain at its own expense and keep in force for the term of any contract sufficient amount of worker's compensation insurance and general commercial liability insurance. The City must be named as an additional insured on all liability policies. The proposal should include a statement agreeing to this provision. All income taxes, retirement, workers' compensation, and other fringe benefits shall be the responsibility of the firm.

RESPONDENT QUALIFICATION AND CERTIFICATION STATEMENT

1. QUALIFICATION. The Respondent to the Request for Proposals is:

- _____ a. 1) A corporation incorporated under the laws of the State of West Virginia, and in good standing to do business in the State of West Virginia.
- 2) A corporation incorporated under the laws of (insert jurisdiction) _____, and registered or qualified and in good standing to do business in the State of West Virginia.
- 3) List corporate name and the names and titles of the corporation's directors and officers:
- _____
- _____
- _____
- _____
- _____ b. A sole proprietor doing business under his/her individual name. Individual name:
- _____ c. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and trade or business name:
- _____
- _____ d. A partnership. List type of partnership and the names of all general partners:
- _____
- _____
- _____ e. A limited liability company organized under the laws of the State of _____, and authorized to do business in the State of West Virginia
- List the limited liability company name and the names of all members:
- _____
- _____
- _____ f. Other (explain):
- _____
- _____

2. CERTIFICATION.

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Request for Proposals for the price(s) and upon the terms and conditions set forth in the proposal.

The undersigned certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid/proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the bidder.

Bidder Name (print): _____

By: _____
(Signature) (Date)

Print Name: _____

Title: _____

Business Address: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

Web Site: _____



REFERENCES

The Offeror shall furnish a representative list of three (3) references involving work as specified herein. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

	Room/Area Description	Existing Lighting Type	Replacement Fixture Type	Number of Fixtures/Lamps	Watts per New Fixture	Materials Cost	Installation Costs	Total Costs
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

	Room/Area Description	Existing Lighting Type	Replacement Fixture Type	Number of Fixtures/Lamps	Watts per New Fixture	Materials Cost	Installation Costs	Total Costs
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

	Room/Area Description	Existing Lighting Type	Replacement Fixture Type	Number of Fixtures/Lamps	Watts per New Fixture	Materials Cost	Installation Costs	Total Costs
23								
24								
25								

RETURN THIS FORM WITH PROPOSAL