



# City of Fayetteville, Arkansas

113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

## Legislation Text

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**File #: 2018-0198, Version: 1**

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### **BID #18-26 AMERLUX EXTERIOR, LLC:**

A RESOLUTION TO AWARD BID #18-26 AND AUTHORIZE THE PURCHASE OF LED TRAIL LIGHT FIXTURES FROM AMERLUX EXTERIOR, LLC IN THE AMOUNT OF \$1,140.00 PER 40-WATT LIGHT FIXTURE AND \$1,150.00 PER 60-WATT LIGHT FIXTURE, AND TO AUTHORIZE THE PURCHASE OF FIBERGLASS LIGHT POLES IN THE AMOUNT OF \$400.00 PER POLE FROM ALLIANCE COMPOSITES, INC., PLUS APPLICABLE SALES TAXES, AS NEEDED THROUGH THE END OF 2018

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #18-26 and authorizes the purchase of LED trail light fixtures from Amerlux Exterior, LLC in the amount of \$1,140.00 per 40-watt light fixture and \$1,150.00 per 60-watt light fixture, and authorize the purchase of fiberglass light poles in the amount of \$400.00 per pole from Alliance Composites, Inc., plus applicable sales taxes, as needed through the end of 2018.

City of Fayetteville Staff Review Form

2018-0198

Legistar File ID

4/17/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Mihalevich

3/28/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution to award Bid #18-26 and authorize the purchase of trail light fixtures for \$1,140 each (40-watt) and \$1,150 each (60-watt) from Amerlux Exterior, LLC and fiberglass light poles for \$400 each from Alliance Composites, Inc. in variable amounts through the end of 2018 plus all applicable taxes.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

Funds Obligated

Current Balance

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

\$ -

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the quantity of trail lights needed in 2018.



**MEETING OF APRIL 17<sup>TH</sup>, 2018**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Terry Gulley, Transportation Services Director  
Chris Brown, City Engineer

**FROM:** Matt Mihalevich, Trails Coordinator

**DATE:** March 29<sup>th</sup>, 2018

**SUBJECT:** 2018-0198 Trail lights and poles

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**RECOMMENDATION:**

Staff recommends a resolution to award Bid #18-26 and authorize the purchase of trail light fixtures for \$1,140 each (40-watt) and \$1,150 each (60-watt) from Amerlux Exterior LLC and fiberglass light poles for \$400 each from Alliance Composites, Inc. in variable amounts through the end of 2018 plus all applicable taxes.

**BACKGROUND:**

The City trail construction crew has just started work on the 2-mile long Niokaska Creek Trail connecting Gulley Park to Mud Creek Trail at Old Missouri Road. This new shared use paved trail will provide trail access for over 4,000 residents in the area. In addition, the trails crew will be replacing approximately 1 mile of the dilapidated asphalt exiting loop trail in Gulley Park.

**DISCUSSION:**

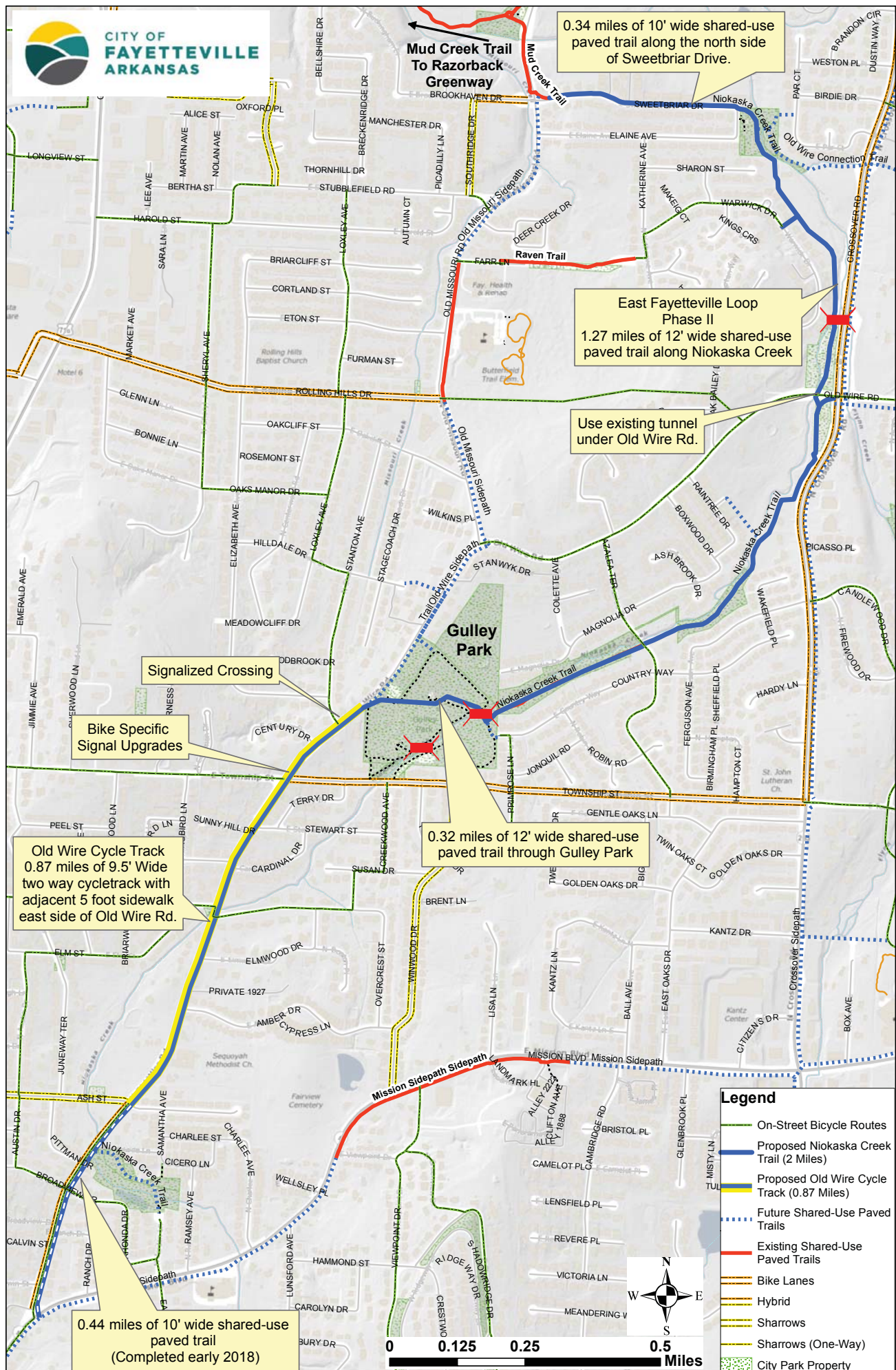
Lighting is planned along the Niokaska Creek Trail to continue the recently installed lighting on Mud Creek Trail and connect to the lighting that will be installed along the Old Wire Cycle track. With this bid award, the City will purchase the precise quantity of lights and poles as trail work progresses in 2018. The lights will be installed by the City on-call electrician, King Electrical Contractors by Bid 15-57 and resolution 199-15.

**BUDGET/STAFF IMPACT:**

Two bidders responded to Bid #18-26 and the low bidders were Amerlux LLC for the trail light fixtures and Alliance Composites, Inc. for the fiberglass trail poles. The bid price is 2% lower for the trail light fixtures and 4% lower for the poles when compared to the recently bid Mud Creek Trail Lighting project. As specified in the bid documents, the lights and poles will be purchased with funds from trail development as separate orders as the trail work progresses throughout 2018.

**Attachments:**

Niokaska Trail Map  
Bid #18-26 Tabulation  
Amerlux LLC and Alliance Composites bid submittal







CITY OF  
**FAYETTEVILLE**  
ARKANSAS

## Trail Lights and Poles

Bid No. 18-26

Official Bid Tabulation

Bid No. 18-26  
Date: 03.27.2018  
Time: 2:00 PM

Lionel Jordan, Mayor

Number of Addendums: 0

			Premier Lighting Group, Inc on behalf of AMERLUX EXTERIOR, LLC and ALLIANCE COMPOSITES, INC.		Upchurch Electrical Supply (a division of Mayer Electric)	
Item	Description	Each	Price Per Unit	Total Price	Price Per Unit	Total Price
1	Fayetteville Standard Trail LED Luminaire - 60 Watt	100	\$ 1,150.00	\$ 115,000.00	\$ 1,257.00	\$ 125,700.00
	Manufacturer		Amerlux Exterior, LLC		King Luminaire	
2	Fayetteville Standard trail LED Luminaire - 40 Watt	22	\$ 1,140.00	\$ 25,080.00	\$ 1,307.00	\$ 28,754.00
	Manufacturer		Amerlux Exterior, LLC		King Luminaire	
3	Composite Fiberglass Pole	122	\$ 400.00	\$ 48,800.00	\$ 920.00	\$ 112,240.00
	Manufacturer		Alliance Composites, Inc.		Watley (Valmont)	
Total Base Bid			\$ 188,880.00		\$ 266,694.00	
*Highlighting Notes Corrected Calculation Error						

CERTIFIED:

A. Rennie, Purchasing Manager, CPPO, CPPB

Witness

Date

3/28/18

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and former authorization by City officials.

City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain St.  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## INVITATION TO

**INVITATION TO BID: Bid 18-26, Trail Lights and Poles**

**DEADLINE: Tuesday March 27, 2018 before 2:00:00 PM, Local Time**

**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**

**PURCHASING AGENT: Les McGaugh, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)**

**DATE OF ISSUE AND ADVERTISEMENT: Monday March 05, 2018**

### INVITATION TO BID Bid 18-26, Trail Lights and Poles

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

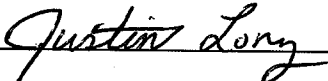
Name of Firm: PREMIER LIGHTING GROUP, INC. on behalf of AMERLUX EXTERIOR, LLC & ALLIANCE COMPOSITES INC.

Contact Person: JUSTIN LONG Title: REPRESENTATIVE

E-Mail: JUSTINLONG@PREMIER-LTG.COM Phone: 501-753-6599

Business Address: 614 CENTER STREET

City: LITTLE ROCK State: AR Zip: 72201

Signature:  Date: 3-27-18

City of Fayetteville  
Bid 18-26, Trail Lights and Poles  
Advertisement

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City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 18-26, Trail Lights and Poles

The City is seeking bids from qualified vendors for the purchase and delivery of City standard trail lights and poles.

All sealed bids are due by **Tuesday March 27, 2018 before 2:00:00 PM** All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov).

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

[lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 03/05/2018

City of Fayetteville  
 Bid 18-26, Trail Lights and Poles  
 Bid Form

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT		TOTAL
1	Fayetteville Standard trail LED Luminaire – 60 Watt Manufacturer: <u>AMERLUX EXTERIOR, LLC</u>	100	x	\$ 1,150.00	=	\$ 115,000.00
2	Fayetteville Standard trail LED Luminaire – 40 Watt Manufacturer: <u>AMERLUX EXTERIOR, LLC</u>	22	x	\$ 1,140.00	=	\$ 25,080.00
3	Composite Fiberglass pole Manufacturer: <u>ALLIANCE COMPOSITES</u>	122	x	\$ 400.00	=	\$ 48,000.00

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the manufacturer of the products being bid. The City intends on awarding this bid to a single vendor.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

1.) NO KNOWN RELATIONSHIP EXISTS   X   2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_



7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
  - Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: AMERLUX, LLC  
*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name AMERLUX, LLC

\*BUSINESS ADDRESS: 178 BAUER DR.

\*CITY: OAKLAND \*STATE: NJ \*ZIP: 07436

\*PHONE: 973-882-5010 FAX: \_\_\_\_\_

\*E-MAIL: gwoods@amerlux.com

\*BY: (PRINTED NAME) GARY L. WOODS

\*AUTHORIZED SIGNATURE: Gary L. Woods

\*TITLE: Sr. Manager, Quotations & Customer Service

\*DUNS NUMBER: 047935531 CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 22-3770495

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: Alliance Composites INC.  
Purchase Order/Payments shall be issued to this name

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: 1571 POWER DAM RD

\*CITY: MCGAHEYSVILLE \*STATE: VA. \*ZIP: 22840

\*PHONE: 540 289 7770 FAX: 540 289 5357

\*E-MAIL: DKUBOSH@GMAIL.COM

\*BY: (PRINTED NAME) DOUGLAS KUBOSH

\*AUTHORIZED SIGNATURE: [Signature]

\*TITLE: GENERAL MANAGER

\*DUNS NUMBER: 826947645 CAGE NUMBER: —

\*TAX ID NUMBER: 26-191443

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

City of Fayetteville  
Bid 18-26, Trail Lights and Poles  
General Terms and Conditions

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1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. **Bids shall be enclosed in sealed envelopes or packages** addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. **The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

**5. COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

**6. CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**7. WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

**8. LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

**9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**10. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**11. COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

**13. CITY INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.



**15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

**16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

**17. PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

**18. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

**19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

**20. NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

**21. LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**22. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**23. ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**24. INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such**

**response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

**25. OTHER GENERAL CONDITIONS:**

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail ([aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov) ). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail ([aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information

to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

City of Fayetteville  
Bid 18-26, Trail Lights and Poles  
Technical Specifications:

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**1. GENERAL:**

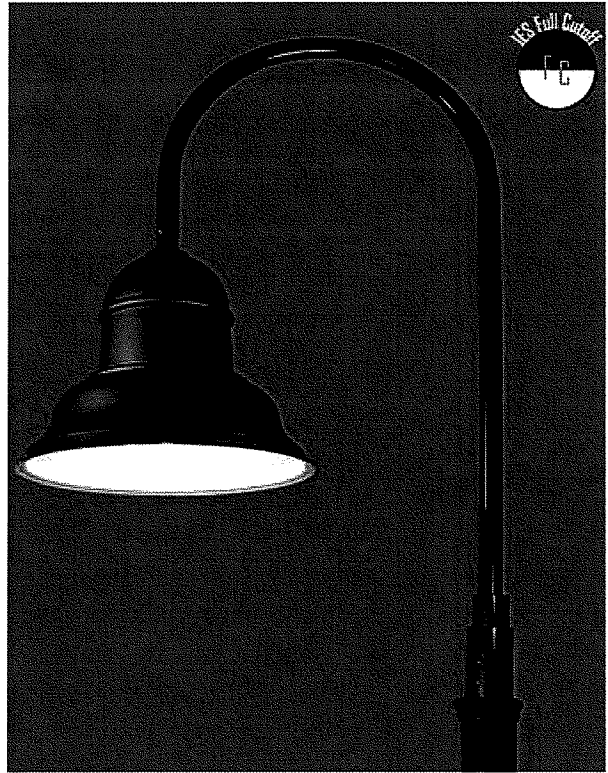
- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 The City intends to order the estimated quantity in the bid form over separate orders within the year of 2018. Bidder shall honor the pricing throughout the year of 2018 and the quantity of lights and poles are subject to change. The City anticipates being prepared to accept the first delivery between the dates of May 1st, 2018 and subsequent orders in the third and fourth quarter of 2018.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall **NOT** include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Lights and poles shall be delivered to the City within 45 calendar days of City approved purchase order.



## 2. GENERAL FEATURES OF DESIGN

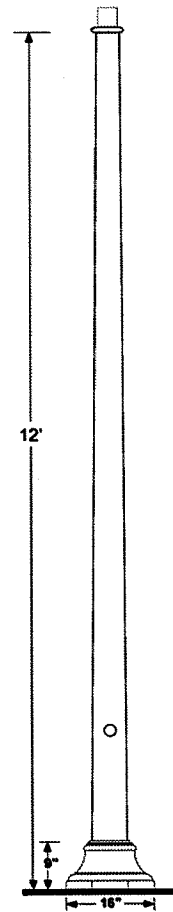
### 2.1 Luminaire – Shall match the existing trail lighting as shown in the photo example below

- No lens – open on the bottom of the fixture
- Full Cutoff LED
- Power Factor of  $> .90$
- 60 Watt maximum
- 100-foot pole spacing with minimum 0.5 foot candle (0.2 minimum for Low Lumen Option)
- Type III light distribution
- 80 lumens per watt efficiency minimum
- Thermal losses should be less than 10% when operated at a steady state at an average ambient operating temperature of  $25^{\circ}\text{C}$  ( $77^{\circ}\text{F}$ ), and optical losses should be less than 15%. A thermal management system shall be included.
- CCT – 4,000K
- CRI  $>70$
- Average delivered lumens over 50,000 hours should be minimum of 85% of initial delivered lumens. Lumen maintenance must be approved through one of two LM80 validation methods.
- Ingress Protection (Dust and Water Intrusion) – IP  $> 65$ .
- Driver shall include built in surge protection
- Color Satin Black
- DLC listed per LM-79, LM-80 & TM-21 (or ability to obtain DLC listing prior to ordering lights)



**2.2 Pole – Shall match the design of existing trail light poles as shown in the photo example below.**

- Composite fiberglass pole round
- Direct bury 12 feet exposed
- Include black decorative base to match existing
- Resin color to be stain black entire wall thickness
- Factory-formed cable entrance and handhole cover.
- Surface Finish: Pigmented UV resistant polyurethane, with a minimum dry film thickness of 1.5 mils.
- Designed specifically for supporting the luminaires specified above.
- 4" O.D. tenon
- Pole shall be smooth and without bulging spots.
- Lifetime warranty on fiber-blooming and (3) year warranty on defects.



- 3. DELIVERY:** Cost shall include delivery of luminaires and poles to the Transportation Division 1525 S. Happy Hollow Road, Fayetteville, AR 72701. Deliveries can only be accepted M-F before 3pm.

**3.1 FOB Terms:** Lights and poles supplied under this specification shall remain the property of the Bidder until delivery to and accepted by the City of Fayetteville. Items shall be classified as FOB Destination, freight prepaid where the seller/bidder pays all freight charges, bears all freight charges, owns goods during transit and files any claims.

- 4. QUALIFIED SUPPLIERS:** The luminaire and pole manufacturer must be pre-approved with a fixture currently installed in the City of Fayetteville system. The luminaire and pole manufacturers listed below have provided equipment to the City Fayetteville that has been performance tested over a period of months.

The City will evaluate and verify the accuracy of the submittal prior to bid. If the City determines the qualifying criteria have not been met, the proposed supplier shall be rejected. The City's ruling shall be final.

- 4.1 **Pre-Approved Manufacturers:** The bidder is required to identify their intended equipment and must demonstrate the manufacturer meets the specifications above as part of their bid submittal.

**Luminaire**

King Luminaires

StressCrete Group

(479) 957-0780

60 Watt

Model #K209-P4FL-III-60(SSL)-7030-120:277-5000K-KPL10-BK

Arm #KA15-T-1-BK MODIFIED (4" tenon adaptor)

40 Watt

Model #K209-P4FL-III-40(SSL)-7030-120:277-5000K-KPL10-BK

Arm #KA15-T-1-BK MODIFIED (4" tenon adaptor)

Amerlux Exterior

5220 Shank RD.

Pearland, TX. 77581

(800) 364-0098

60 Watt

Model #PT40/DPM-3M-T3/5L/BLK

40 Watt

Model# PT40/DPM-3M/4VL/BLK (Low Lumen Version)

**Pole**

Alliance Composites Inc.

P.O. Box 24

McGaheysville, Virginia 22840

(540) 289-7770

Model #DS15ASDS4-JXB

Composite Materials Technology (CMT)

41 Wood St.

Estill, SC 29918

(803) 625-3131

Legacy pole model #LFY12-T-3-T400X4.5-S

**5. WARRANTY:**

- 5.1 The luminaire manufacturer shall warranty the luminaire to be free of design, material, and workmanship defects for a period of **ten (10) years** from the date of acceptance.

The fiberglass pole manufacturer shall provide a lifetime warranty on fiber-blooming and (3) year warranty on defects.

Bid pricing shall include expenses related to covered warranty items including but not limited to travel, labor, materials, etc.

**6. OTHER PROVISIONS:**

- 6.1** The City of Fayetteville shall pay for lights and poles in full within thirty (30) calendar days of delivery, acceptance, and proper invoicing of equipment. In no event shall the City pay in advance for any item without previously receiving a payment bond.
- 6.2** Bidders shall have a minimum of three (3) years' experience supplying materials, products, and services requested in this bid.

# DPM

## Downlight Pendant-medium 22" LED Luminaire

DPM-2/BLK



**ITEM #1**  
**PART# PT40/DPM-3/T3/4L/BLK**



### Description

Performance and directional control make this luminaire highly versatile and able to accommodate needs in the strictest environments. Multiple size and shade configurations make this luminaire suitable for a wide variety of decorative applications, especially where a Dark Sky friendly instrument is desirable. This luminaire uses less than 60% of the energy yet achieves greater fixture spacing, improved uniformity vs. Metal Halide.

### Product Overview

Max Wattage:	126W
Lumen Output:	9,570 lm
Color Temp:	3,000K / 4,000K / 5,000K
Dimming:	0-10v

### PROJECT:

### TYPE:

#### Construction:

- Cast aluminum housing
- Spun aluminum shade

#### Optical Chamber:

Individual IP66 sealed optical modules

#### Optics:

- High Performance individual optical refractive lens for each LED module.
- Cool, neutral, or warm color temperatures
- IESNA Full Cutoff
- Available in Type 2, 3, 4, or 5 light patterns

#### Driver:

Convection cooled driver with electronic constant current operation with over voltage and short circuit protection. Automatic voltage sensing for 120 to 277v input. 0-10v dimming.

**ETL listed, suitable for wet locations.**

#### Installation

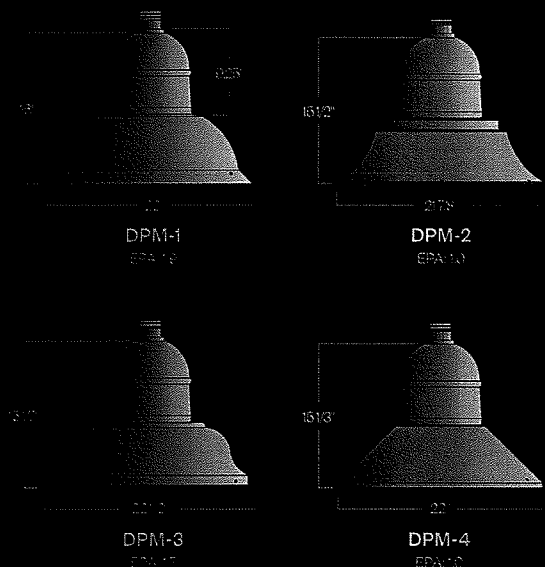
The luminaire will mount to the bracket. Post top luminaire brackets will mount to a 3" OD post or tenon with (6) 5/16" stainless steel set screws. Wall bracket models have four 3/8" holes for mounting (wall mount hardware is not included).

#### Finish

Premium quality thermoset polyester powdercoat for a durable finish in the following:

**BLK** - Satin Black  
**CLB** - Classic Bronze  
**GBZ** - Gloss Textured Bronze  
**GRN** - Green

**GTB** - Gloss Textured Black  
**TBK** - Textured Black  
**TGR** - Gloss Textured Green





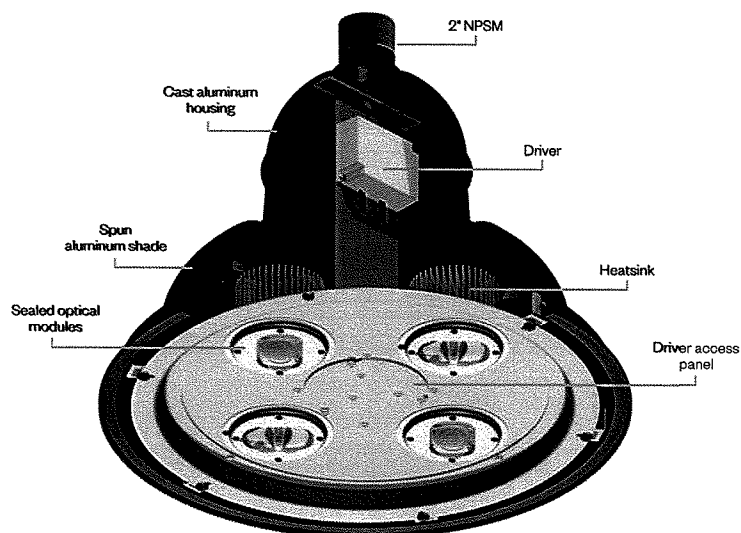
# DPM

Downlight Pendant 22" LED Luminaire

**amerlux**  
Passion. Power. Performance.

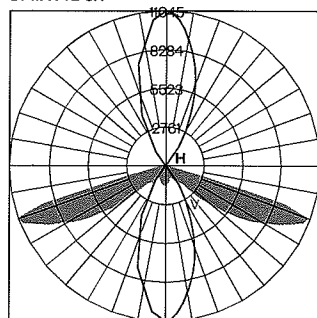
PROJECT:

TYPE:



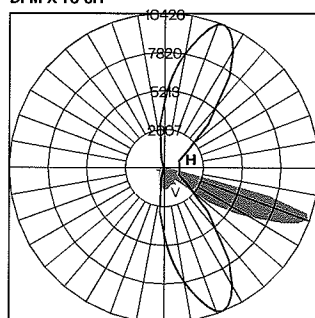
## Typical Photometry

**POLAR GRAPH**  
DPM-X-T2-3H



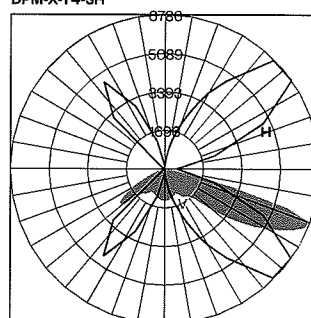
Maximum Candela = 110452  
Located At Horizontal Angle = 90, Vertical Angle = 70  
H - Horizontal Axial Candela V - Vertical Axial Candela

**POLAR GRAPH**  
DPM-X-T3-3H



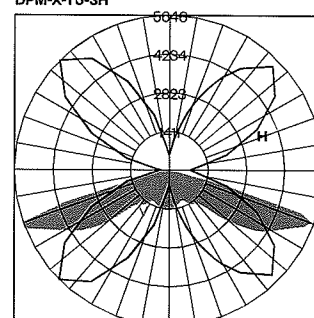
Maximum Candela = 104261  
Located At Horizontal Angle = 67.5, Vertical Angle = 70  
H - Horizontal Axial Candela V - Vertical Axial Candela

**POLAR GRAPH**  
DPM-X-T4-3H



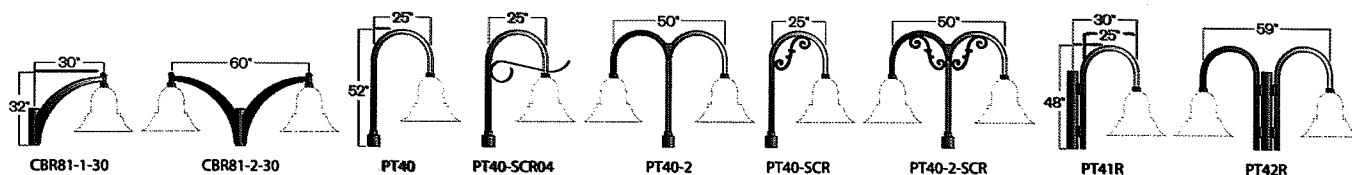
Maximum Candela = 67857  
Located At Horizontal Angle = 35, Vertical Angle = 70  
H - Horizontal Axial Candela V - Vertical Axial Candela

**POLAR GRAPH**  
DPM-X-T5-3H



Maximum Candela = 66458  
Located At Horizontal Angle = 135, Vertical Angle = 67.5  
H - Horizontal Axial Candela V - Vertical Axial Candela

## Mounting Options



## Ordering Information:

Mounting	Model	Light Distribution Type	Order Code	CCT	CRI	Approx. Lumens Delivered	Nominal Input Power	Finish	Dimming Option
See above for options	DPM-1 DPM-2 DPM-3 DPM-4	T2 T3 T4 T5	3L	3000K	80	5,860	82W (4 LED)	BLK,CLB GBZ,GRN GTB,TBK TGR Custom	DM 0-10volt
			4L	4000K	80	6,070			
			5L	5000K	70	6,280			
			3H	3000K	80	8,980	126W (6 LED)		
			4H	4000K	80	9,260			
			5H	5000K	70	9,570			

Ordering options in **BOLD**

# STANDARD DUTY POLE

ALLIANCE COMPOSITES INC.

PO BOX 24

MCGAHEYSVILLE VA 22840

ITEM #3

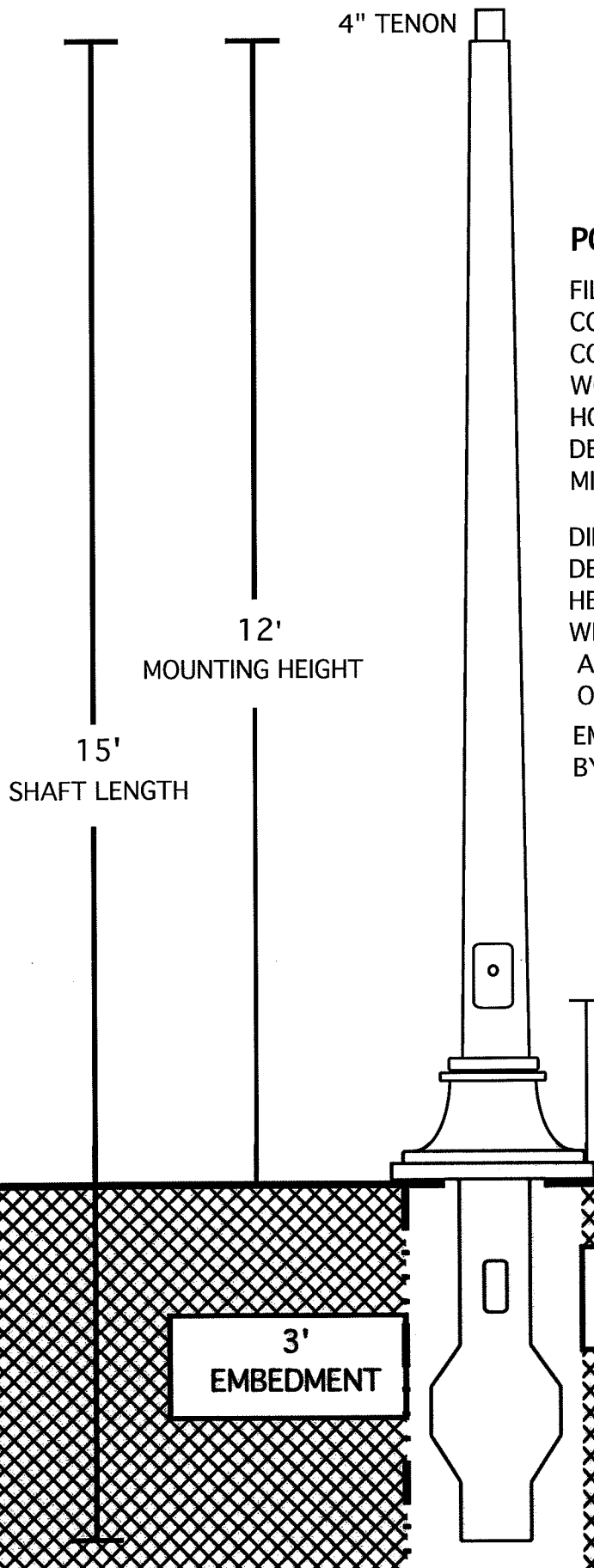
PART# DS15ASDN4-JXB

## POLE SPECIFICATIONS

FILAMENT WOUND SECTIONAL COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR. POLE FINISH IS A 10 TO 15 MIL THICK POLYURETHANE FINISHING RESIN

DIRECT BURIAL POLE ASTM 4923 CLASS 1 (POLE TOP DEFLECTION SHALL NOT EXCEED 15% OF THE ABOVE HEIGHT @ MAX WIND LOADING AND MAX FIXTURE WEIGHT) DESIGN CRITERIA PER AASHTO LTS-2-S-2009 AND ANSI C136.20-1990 WITH A MIN SAFETY FACTOR OF 2.0.

EMBEDMENT BASED ON MINIMUM DEPTH RECOMMENDED BY ANSI C136.2 SECTION 5.32 TABLE 1



## SUBMITTAL DRAWING

- |  |                                  |
|--|----------------------------------|
| <input type="checkbox"/> APPROVED          | <input type="checkbox"/> BLACK   |
| <input type="checkbox"/> APPROVED AS NOTED | <input type="checkbox"/> NATURAL |
| <input type="checkbox"/> DISAPPROVED       |                                  |

CATALOG NUMBER : DS15ASDN4

- |   |
|---|
| <input type="checkbox"/> MAXIMUM FIXTURE EPA = 4.8      |
| <input type="checkbox"/> MAXIMUM WIND VELOCITY = 90 MPH |