

**Ontario School District 8C**  
**Ontario, Oregon**

**Request For Proposal**  
**Football Field Lighting Upgrade / Replacement**

Proposal Date Due: Friday June 14, 2024 at 2:00 p.m. MDT

Time Due: 2:00 p.m. MDT

Place Due: Ontario School District

195 SW 3<sup>rd</sup> Ave, Ontario Oregon 97914

Person to Receive Proposals:

Name: Bob Bennett

Phone: 541-881-1274

Email: [bbennett@ontario.k12.or.us](mailto:bbennett@ontario.k12.or.us)

## **Replace and relocate existing wooden light poles with new metal poles and LED lighting**

The Ontario School District is seeking proposals from qualified Contractors to remove existing football field lighting system in its entirety.

Install new upgraded football field lighting and infrastructure.

Schedule and work alongside track replacement contractors.

Sealed Proposals will be accepted until Friday June 14, 2024 at 2:00 p.m. for review and acceptance of the estimate.

The District reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services. The successful vendor must comply with the District's equal opportunity requirements.

Bob Bennett  
Facilities Manager  
Ontario School District  
Ontario Oregon 97914

## **Purpose and Scope of Work Required**

Remove existing incandescent lighting system in its entirety from the football stadium. This will include;

1. removal of existing electrical service between poles and back to Idaho Power poles
2. removal of electrical transformers and disposal
3. removal of all incandescent field lights
4. removal of track light fixtures and repurposed or returned to owner
5. removal of parking lot lighting fixtures and repurposed or returned to owner
6. removal of all eight wooden poles to a depth of two feet below ground level
7. open holes to be filled in with the appropriate matching materials to create a smooth, flat walking surface (earth or solid material)
8. wooden poles to be disposed of properly
9. New lighting plan to be developed by contractor and approved for LED lighting and repurposing of existing track and parking lot lighting.
10. Electrical power for new field lighting to be installed underground from new service provided by Idaho Power to new poles. This will include trenching through soil, under asphalt and concrete on both east and west side of stadium. Contractor responsible for completing utility locations prior to trenching. Contractor will be responsible for patch back of all materials.
11. Existing sound system to be repurposed on new metal poles
12. District requires enclosures with remote drivers, main pole disconnects, and breakers that feed each fixture for serviceability and surge protection.
13. Each pole needs to have infrastructure for mounting track lighting at night.

14. West poles need to have infrastructure for mounting the existing parking lot lights on the west side of the pole in addition to track side lighting and speakers for the sound system.
15. Contractor to be responsible for any plan approvals, permitting, inspections, and working with any of the public utilities necessary for their approval
16. District requires 50 foot candle average or as close to as possible.
17. A uniformity Ratio of 2:1 or better.
18. A 5000K color temperature.
19. District has an October 4, 2024 deadline for project completion.
20. Incoming power to the stadium will be 120/240 single phase.

#### Alternate #1.

District may be open to leaving the poles in place closest to the concession stand (2) for the purposes of leaving the sound system in tact as a cost saving measure. We would still want the top portion of the pole and its equipment removed down to an agreeable height above the speakers. Cut would need to be such that water would shed off and top of pole sealed with an approved water sealant. Parking lot light fixture lowered and mounted back onto pole in working order.

#### Addenda

If it becomes necessary to modify, revise, or clarify any part of this RFP, addenda will be provided to all Proposers who have received the request for proposal from the Facilities Manager.

All written modifications and addenda issued by the designated contact for the District are hereby designated as the sole reference and authority for the preparation of Proposals and take precedence over any other source, either verbal or written.

#### Inquiries and RFP Requests for Clarifications

No district employee or officer is authorized to make any oral interpretation of any provisions within the RFP or Contract documents. The District will not be responsible for any oral remarks related to this RFP. Prospective Proposers who are in doubt about or who have any objection to any aspect of this RFP, the Anticipated Contract Provisions and all subsequent written modifications and addenda must submit a written objection or request for clarification by the Inquiries Deadline listed in the RFP Timetable.

#### FEES

Damage to the football field that requires repair will be done with our grounds department and will be back charged at the end of the project for materials. Care must be used when bringing heavy trucks or equipment onto the grass to minimize the damage from leaving ruts.

After consideration of the proposals, the contract award offer will be made to the Proposer that provides the best overall proposal in the opinion of the District.

## DISCLOSURES

All proposals become the property of the District and will not be returned. If any item is deemed by the Proposer to be confidential or proprietary and not appropriate for review or release, the Proposer must mark it "Confidential" or Proprietary.

All costs of the proposal process, interview, contract negotiation, and related expenses, are solely the Responsibility of the Proposer.

Award of a contract is subject to the availability of funds at the discretion of the District.

After submittal of proposals, the District reserves the right to individually contact Proposers, if necessary, to seek clarification of proposal elements.

The District reserves the right to waive minor informalities and, in conjunction with seeking clarification, to permit minor modifications to proposals consistent with the intent of the proposal as originally written.

The District reserves the right to reject any or all proposals, or to modify or cancel this solicitation.

The District reserves the right to make the award based on its best judgment as to which proposal best meets the District's expectations, balancing high standards of quality, innovativeness, and service, with the best value.

No officer of the District nor any person employed in its service is, or shall be, permitted to share or be part of this contract or any benefit, which may arise there from. The successful Proposer further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided herein.

The successful Proposer shall not permit any lien or claim to be filed or prosecuted against the District for or on account of any labor or material furnished aforesaid.

## TECHNICAL ASSISTANCE, ADDENDA, PROTEST OF PROCESS, or PROTEST OF AWARD

Any vendor requiring clarification or protesting any provision herein must submit specific questions, comments, or protest, in writing to the District, at the same address where proposals are due. The deadline for submitting such questions, comments, or protest, is June 10, 2024. If, in the District's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addenda, which will be delivered to all agencies, firms, etc., having received this Request for Proposal. Addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or information concerning the specifications or the program given out by staff or agents to prospective Proposers shall not bind the District. Do not rely on verbal instructions unless confirmed by written addenda. All Proposers will be notified by email of the recommendation of the selection. To protest the award decision, a firm must have submitted a responsive proposal to this solicitation, and must identify how they would be next in line to receive the award recommendation. Protests must be received within 5 business days after the award. Protests must be submitted in writing and must be received hand-delivered, by mail, by fax or e-mail addressed to: to the District, at the same address where proposals are due. The Superintendent, or designee, will review all award protests and shall be empowered to render a prompt decision.

## CANCELLATION

The District reserves the right to cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the District's best interests. In no event shall the District have any

liability for the cancellation of the award. The Proposer assumes the sole responsibility for all expenses connected with the preparation of this proposal.

#### ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights or privileges demanded by it may be sold, assigned, contracted or transferred by the Contractor without the express written consent of the District.

#### NON-DISCRIMINATION IN EMPLOYMENT

The successful Proposer's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

#### CONTRACT

Within ten (10) calendar days after receipt of "Notice of Proposal Award," the apparently successful Proposer shall execute a formal, written contract with the District. The contract for services will be drawn by the Proposer in conjunction with the District. All requirements of this RFP will be part of said contract unless mutually acceptable to both parties.

#### INSURANCE REQUIREMENTS

**General Insurance.** Proposer, or independent consultant, shall furnish a Certificate of Insurance listing the District as an additional insured under blanket Errors and Omissions Coverage in the amount not less than \$1,000,000, provided that the formation of said contract shall not be complete and the District shall not be liable thereon until said contract has been executed by both the successful Proposer and The District and said Certificate of Insurance, properly executed, has been delivered to and accepted by the District.

**Commercial General Liability.** Proposer, or independent consultant, shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**Automobile Liability.** The Proposer, or independent consultant, shall maintain in force for the duration Automobile (owned, non-owned and hired) Liability insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The District, its officials, employees, servants and agents, will be named as an additional insured as respects to work or services performed under this agreement. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the District may carry on its own.

**Workers' Compensation.** The Proposer, or independent consultant, shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

#### Evidence of Coverage

Evidence of the above coverages issued by a company satisfactory to District shall be provided to the District, by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

#### Equipment and Material

The Proposer, or independent consultant, shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

#### Subcontractors

The Proposer, or independent consultant, shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

#### Exception or Waivers

Any exception or waiver of these requirements shall be subject to review and approval by the District, and must be in writing.

## PROPOSAL PREPARATION

Conformance to Proposal requirements: Proposals must conform to the requirements of the Request for Proposal. All necessary attachments (residency statement, references, descriptive literature, etc.) must be submitted with the proposal. Proposals must be delivered to the Ontario School District administration office 195 SW 3<sup>rd</sup> Ave Ontario Oregon 97914 in a sealed envelope and clearly marked attention Bob Bennett / Football Field Lighting Proposal. Proposals may be hand delivered in person, via Courier, U S Postal Service, or UPS/Fed Ex. Proposal prices must be for the entire project on the proposal. Failure to comply with all requirements may result in proposal rejection.

Proposals should contain, but not be limited to, the following considerations:

1. LED Driver operational hours and replacement availability
2. Projected available installation and product availability.
3. Proposed installation techniques and equipment
4. Proposed completion date
5. Proposer will provide an Illumination Summary showing equipment layout, Horizontal Foot candle layout, an equipment summary for the entire lighting system.
6. Three references and their current contact information from three different lighting projects recently completed in the past three years.

The District will provide a Meeting of the prospective Proposers before the submission of proposals for an onsite visit to view existing conditions. It is strongly recommended that proposers view the site in person to observe site conditions, access, and nearby utilities. On site visit will be conducted on Friday June 7, 2024 at 10:00 a.m. Plan to meet in the stadium parking lot by the concession stand.

Exceptions: Any deviation from RFP specifications, terms and conditions may result in proposal rejection.

Signature on Proposal: Proposals must be signed in ink by an authorized representative of the Proposer.

Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a proposal also certifies that the Proposer has read and fully understands all proposal specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without comprehending all requirements of this Request for Proposal.

Proposal Modification: Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modification must be submitted by Email, clearly marked "Proposal Modification" and identifying the proposal and closing date. Proposers may not modify proposals after proposal closing time.

Proposal Withdrawals: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the District's Facilities Manager prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

Protest of Proposal Specifications: A Proposer who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Facilities. To be considered, protests must be received at least five days before the proposal closing date (ten days if the proposal is for a public improvement).

## PROPOSAL SUBMISSION

Proposals may be submitted, in person, by U S Postal Service, Fed EX, UPS, or Courier. Proposals must be submitted in sealed envelopes titled:

Ontario School District / Attention Bob Bennett  
Football Field Lighting Upgrade

Sealed proposals can be accepted by Bob Bennett, Devin Collins, or the Receptionist at the Ontario School District Administration Building. 195 SW 3<sup>rd</sup> Ave, Ontario OR 97914. All proposals will be signed, dated, and time of receiving them on the outer envelope by district staff. Proposals received after the posted closing date and time will not be accepted.

## PROPOSAL OPENING

Proposals will be opened on Friday June 14, 2024 after the 2:00 p.m. MDT closing time. However, an award decision may not be made at this time.

## PROPOSAL EVALUATION AND AWARD

Proposals will be awarded based on overall estimated contract.

Delivery: Significant delays in delivery may be considered in determining award if early delivery is required.

Electrical Contractor will be responsible for completing and submitting rebate application paperwork to Idaho Power for their lighting incentive program.

Proposal Rejection: The District reserves the right to reject any and all proposals.

## PROPOSAL RESULTS

The successful proposer will be notified of the results of the proposal evaluation. The name of the successful Proposer will be posted on the district's website.

Awarded proposal files are public records and available for review, by appointment only, at the District Office between 8:00 am and 4:00 pm, Monday through Friday.

## CONTRACT COORDINATION

After award, all coordination for services required shall be with the Facilities Manager. The successful firm shall designate, in writing, a contact person, and all coordination between the District and the successful firm shall be the responsibility of the two respective coordinators.

## PERIOD OF CONTRACT

The term of the contract with the selected firm shall be negotiated prior to award of the contract. The contract shall contain an optional annual renewal clause which may be used based upon the satisfaction of the District.

In the event the District exercises its option to renew this contract beyond the initial contract period, the District may renegotiate prices for each renewal term. The District shall provide written notice of its intent to exercise its renewal option at least 60 days prior to the anniversary date of the contract.

## TERMS AND CONDITIONS

The District reserves the right to reject any irregularities or informalities in any proposal or to accept or reject any or all proposals if it is in the public interest to do so. In the event that a contract is not executed within forty-five (45) days after the award has been made, the District may give notice to said firm of the District's intent to award the contract to the next best proposal, or to call for new proposals. The District will not be responsible for any costs incurred while submitting proposals. All proposers who respond to this solicitation do so solely at their own expense.

Any property or work to be provided by the Proposer under this contract will remain at the Proposer's risk until written acceptance by the District; and the Proposer will replace, at the Proposer's expense, all property or work damaged or destroyed by any cause whatsoever.

Exceptions: The selected Proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the Proposer agrees to meet all requirements of the terms, conditions, and specifications. The District may accept or reject proposed exceptions, at the District's discretion.

Termination for Convenience: The District may terminate a contract, in whole or in part, whenever the District determines that such termination is in the best interest of the District, without showing cause, upon giving 30 day written notice to the contractor. The District shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount which exceeds the price proposed for the work performed. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: If the Proposer has not performed or has unsatisfactorily performed the contract, the District may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the District. Failure on the part of a Proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Proposer will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the District in re-bidding and completing the work.

### Timeline;

June 4, 2024 RFP posted

June 7, 2024 10:00 a.m. MDT On Site visit for proposers

June 10, 2024 4:00 p.m. MDT Deadline for questions or Protests

June 12, 2024 4:00 p.m. MDT Deadline for addenda's to be issued

June 14, 2024 2:00 p.m. MDT Proposals due

June 14, 2024 after 2:00 p.m. MDT Proposals reviewed by district committee

June 19, 2024 Winning proposer announced no later than this date

June 26, 2024 5:00 p.m. MDT End of Protest Period or 7 days from announcement of winning proposer.

July 3 2025 4:00 p.m. MDT or 10 days after winning proposer announced, contract is due

July 8, 2024 work may begin

October 4 2024 Project completion date

END OF REQUEST FOR PROPOSALS



