



PWC 2122050

Teardrop Light Fixtures

Date of Issue: May 25, 2022

Proposal Due Date: June 16, 2022, 2:00 P.M.

**Fayetteville Public Works Commission
955 Old Wilmington Road Fayetteville, NC 28301**

Table of Contents

NOTICE TO BIDDERS	3
INSTRUCTIONS TO BIDDERS.....	4
EVALUATION AND AWARD	5
DELIVERY AND PAYMENT	5
OTHER REQUIREMENTS	6
MATERIAL SPECIFICATIONS	9
BID PROPOSAL FORM.....	10

NOTICE TO BIDDERS

INVITATION TO BID

PWC2122050 Teardrop Light Fixtures

In accordance with North Carolina General Statutes (N.C.G.S.) §143-129, Fayetteville Public Works Commission (PWC) will receive bids until 2:00 p.m. June 16, 2022, by the entrance doors of the PWC Administration Building, located at 955 Old Wilmington Road, Fayetteville, NC 28301, at which time all bids properly received will be publicly opened and read for the purchase of the following: Teardrop Light Fixtures as more specifically defined in the Material Specifications.

Enclosed please find the Instructions to Bidders, Material Specifications, and Bid Proposal forms. Proposals shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall return one copy of the entire bid packet along with the completed bid proposal forms and any other information specified in the bid documents.

Bids may be delivered in person or by express mail to the Fayetteville Public Works Commission, Procurement Department, Attn: Shelby Lesane, 955 Old Wilmington Road, Fayetteville, NC 28301 or may be mailed to Fayetteville Public Works Commission, Attn: Shelby Lesane, P.O. Box 1089, Fayetteville, NC 28302. Bids received after the stated date and time will not be considered by PWC. PWC reserves the right to reject any and all bids to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids.

Questions regarding this bid must be submitted in writing to the attention of Shelby Lesane, Procurement Advisor at shelby.lesane@faypwc.com later than 5:00 p.m., June 7, 2022, in order to be considered for response.

PWC2122050 Teardrop Light Fixtures

1. INSTRUCTIONS TO BIDDERS

- a. Bids shall be submitted no later than 2:00 p.m., June 16, 2022, for Teardrop Light Fixtures (see included Material Specifications and quantity requirements) to be considered by PWC. Late bids will not be considered and will be returned to the Bidder unopened. The bids will be publicly opened and read aloud outside of the entrance doors of the PWC Administration Building, located at 955 Old Wilmington Road, Fayetteville, North Carolina 28301.
- b. Bids will be examined promptly after opening and an award will be made at the earliest possible date. Bids must be held firm for acceptance by PWC for a period of ninety (90) days after bid opening date. A purchase order will be issued to the awarded bidder for the quantities identified in the bid.
- c. Bidders shall submit bids only on the Bid Proposal forms provided herein, or exact copies thereof. Failure to provide full and complete Bid Proposal forms may result in a bid being deemed non-responsive.
- d. Bids shall be submitted in a sealed opaque envelope providing the bid title, date, and time of opening on the front of the envelope. Bids may be delivered in person or by express mail to the Fayetteville Public Works Commission, Procurement Department, Attn: Shelby Lesane, 955 Old Wilmington Road, Fayetteville, NC 28301 or may be mailed to Fayetteville Public Works Commission, Attn: Shelby Lesane, P.O. Box 1089, Fayetteville, NC 28302.
- e. All questions regarding the Invitation to Bid shall be submitted in writing to Shelby Lesane, Procurement Advisor, by fax at (910) 483-1429 or e-mail to shelby.lesane@faypwc.com, no later than 5:00 p.m., June 7, 2022. Any responses will be provided by PWC in writing. Oral statements or representations shall not be binding on PWC.
- f. Bidders are expressly prohibited from contacting any PWC official or employee associated with the Invitation to Bid, **except as noted above**. Violation of this prohibition is grounds for the immediate disqualification of the bidder.
- g. All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- h. Do not submit alternate bids unless specifically called for on the bid proposal form.
- i. Any changes or clarifications to the Material Specifications or bid documents made by PWC will be issued in writing by PWC in the form of an addendum. No verbal changes or clarifications will be binding upon PWC.

2. EVALUTION AND AWARD

- a. For purposes of evaluating the bids, all bidders shall submit proposals in the unit of measurement indicated in the Bid Proposal forms. PWC reserves the right to accept or reject bids submitted in any other form, unit of measurement, or quantity. Additionally, no changes, additions, or deletions will be allowed after the bid is opened.
- b. PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include, but is not limited to, financial statements, reference list showing companies currently utilizing the proposed equipment, etc.
- c. Contract award shall be made to the lowest responsive, responsible bidder. PWC reserves the right to award contract or purchase order in the best interest of PWC. PWC also reserves the right to reject any or all bids and to waive all informalities concerning a bid. PWC may take into consideration product quality, delivery time to PWC, and conformity with the specifications in these bid documents. PWC may also consider, among other things, the bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.
- d. The bidder's bid as opened and evaluated, the Instructions to Bidders, the Material Specifications, and any purchase orders issued by PWC pursuant to the Invitation for Bid shall constitute the contract (also referred to as the "Agreement") between the awarded bidder and PWC. The awarded bidder is also referred to throughout these documents as the "Supplier."
- e. Pricing shall remain firm for the quantities ordered by PWC in response to the Supplier's submitted bid. PWC reserves the right to immediately terminate the Agreement or cancel a portion of the order for a specific item should the Supplier fails to maintain bid pricing, comply with delivery requirements and protocol or necessary safety requirements, or provide a product that does not strictly meet the Material Specifications. Any unapproved price change shall also be grounds for termination.

3. DELIVERY AND PAYMENT

- a. Delivery of the purchased goods shall be F.O.B. PWC Warehouse Facility, 1097 Public Works Drive, Fayetteville, NC 28301 (the "Delivery Point"). Title of goods passes to PWC upon delivery of the goods to the Delivery Point. Supplier bears all risk of loss or damage to the goods until delivery of the goods to the Delivery Point. Supplier shall ensure delivery of materials that comply with all of PWC's specifications. If the delivered materials fail to comply with all of PWC's specifications, are damaged, or otherwise defective, Supplier shall promptly upon PWC's request and, at Supplier's sole cost, replace the non-compliant materials with compliant materials. PWC reserves all rights and remedies available under North Carolina law and the applicable provisions of the Uniform Commercial Code set forth in the N.C.G.S. for Supplier's delivery failure. Payment for any purchases made pursuant to this bid shall be due from PWC to Supplier within thirty (30) days after delivery of the goods to PWC consistent with the terms set forth herein and after inspection and acceptance by PWC.

- b. Upon mutual agreement of PWC and the Supplier, changes may be made to delivery dates, shipping instructions, and quantities shipped up to the quantities designated in the purchase order. PWC and the supplier will confirm such changes in writing, and Supplier will advise PWC in writing if the changes will result in changes to delivery schedules or other changes.

4. OTHER REQUIREMENTS

- a. Termination for Cause. The occurrence of any one or more of the following events will justify termination for cause:
 - 1) Supplier's disregard of any applicable laws or regulations of any public body having jurisdiction over PWC.
 - 2) Supplier's disregard of the authority of PWC; or
 - 3) Supplier's violation in any substantial way of any provisions of the terms and conditions set forth herein.

Supplier shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- b. Termination for Convenience: PWC may terminate the Agreement for PWC's convenience without further liability upon thirty (30) days prior written notice to Supplier, and PWC shall be obligated to pay Supplier only for the materials ordered and delivered before expiration of the notice period.
- c. The Supplier shall not assign any of its rights, duties, or obligations hereunder, or subcontract any of the obligations to be performed hereunder, without the prior written consent of PWC.
- d. The Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any other legal proceedings regarding the Agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Supplier consents to personal jurisdiction in such courts. Supplier irrevocably waives, to the fullest extent permitted by law, and objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court serving Cumberland County or that any such suit, action or proceeding brought in any such court serving Cumberland County has been brought in an inconvenient forum.
- e. Compliance: Supplier hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Supplier further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. §64-26(a). Supplier

hereby pledges, attests and warrants through execution of the agreement that Supplier complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that all subcontractors currently employed by or subsequently hired by Supplier shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of the agreement. Supplier hereby further acknowledges that the execution and delivery of the agreement constitutes Supplier's certification to PWC and to the North Carolina State Treasurer that, as of the date of the agreement, Supplier is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Supplier represents and warrants to PWC that Supplier, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Supplier also shall at all times during the term of the agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. §60-1.4. Supplier shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities

f. PWC has an equal opportunity purchasing policy. PWC seeks to ensure that all segments of the business community have access to supplying the goods and services needed by PWC. PWC encourages utilization of small and minority business enterprises in its procurements. PWC provides opportunities for all businesses and does not discriminate regardless of race, color, religion, age, national origin or disability.

g.

By submitting a bid, each bidder hereby certifies that it is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Each bidder represents and warrants to PWC that bidder, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with

under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above.

Public Works Commission
Fayetteville, NC
Electric Systems Division
Material Specification

1-165-201

Revision Date: January 21, 2022
Revised By: Glenn Andersen

LUMINAIRE, TEARDROP, 130 W LED MULTI-V, TYPE III

Description:

Outdoor roadway teardrop type luminaire consisting of a black painted low copper die-cast aluminum luminaire head that is toggle-latched for swing down access with a teardrop-constructed toggle-latched or gloved-hand (no tool) access; Molded Acrylic, Optical Rib Technology, Long Globe. A tunnel connector (#14-#6 AWG Al/Cu) terminal block, all wired with compression or spade connectors (no solderless twist connectors) to operate the LED Driver. Luminaire will be assembled with corrosion resistant fasteners, will feature a 1-1/2" 11.5 NPF threaded entry for pendant mounting with a stainless-steel set screw for locking in place.

Performance Standards:

Voltage: 120-277V (+/-5%)

Maximum Input Power: 136 W

Surge suppression: Per ANSI/IEEE Std. C62.45, in accordance with ANSI/IEEE C62.41.2 for Location Category C (High), 10kV/10kA (120 events)

Power Factor: > 90% at full load

Total Harmonic Distortion: < 20% at full load

Sound Rating: Class A

Certifications: Listed to U.S. safety standards for wet locations

Minimum Enclosure Rating: IP 66

Maximum BUG Rating: 3, 3, 4

Vibration Rating: 2G, ANSI C136.31

Operating Temperature Rating: -40°C to 40°C

Optical Standards:

Initial Lumens: 17,750 nominal

Luminaire Efficacy: ≥ 100 Lu/watt

Nominal Color Corrected Temperature CCT: 4000°K (+/- 300°K)

Color Rendering Index CRI: ≥ 70

Photometric measurements: IESNA LM-79

Lumen Maintenance: IESNA L85, 85% minimum at 100,000 hours at 25°C ambient temperature

Photocell receptacle: None

Optical Performance:

Shall meet IESNA RP-8 and AASHTO Standard GL-6.

Delivery Standards:

Delivered assembled, packaged in individually marked cardboard cartons, and shipped on 4-way pallets a maximum of 48" high.

Types Accepted:

Manufacturer
HADCO

Product
TXF9-80-G3-N-A-KL-3-740-A-5-NSP1 Fixture

Note: Catalog/Series information is shown for reference use only. Supplier is responsible for conforming to specifications as stated.

Specification reviewed by: _____

BID PROPOSAL FORM

STOCK NO. 1165201

DESCRIPTION: LUMINAIRE, TEARDROP, 130 W LED MULTI-V, TYPE III

Quantity: 160 each

Price Per One: _____

Total Price: _____

Manufacturer: _____

Product Description: _____

Exception to Specifications: _____

Warranty: _____

Delivery: _____

BIDDER INFORMATION

Name of Company _____

Address _____

Phone No. _____ Fax No. _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise _____ Yes _____ No

**Bid Submitted By: _____
(Name Printed Out)**

(Signature)

Title: _____

Date: _____