



Invitation for Bid (IFB) on a New LED Medium Intensity Dual Lighting System

1. **Background:**

The Panhandle Regional Planning Commission (PRPC), the Council of Governments serving the 26-county region of the Texas Panhandle, operates a regional public safety radio communications system called "PANCOM". The system serves the radio communications needs of the Panhandle's fire, EMS and law enforcement agencies and it consists of 62 sites distributed across the region.

The PRPC is requesting bids on the purchase and installation of an FAA-compliant lighting system on a PRPC-owned radio tower. The 400-foot radio tower located south of the City of Perryton, in Ochiltree County, Texas. The work includes the removal and disposal of the lighting system currently installed on the tower. The bid response should will include the costs for all equipment, labor, materials and other costs necessary to affect the replacement of the tower's existing lighting system with one, that at a minimum; meets the requirements of this request.

The PRPC will make its award decision on the basis of the lowest and best bid received on a lighting system that best serves the PRPC's needs for this project.

2. **Form of Project Agreement:**

This project will be carried out under a contract approved by the PRPC Board of Directors (see attached Standard Form Agreement).

3. **Governing Regulations:**

As appropriate, the equipment provided and work performed on this project will, at a minimum, meet the following regulations.

Project Activity	Reference
Lighting Equipment Requirements	FAA Advisory Circular 70/7460-1L
Installation & Climber Safety	OSHA-2014-0018 (Communication Tower Safety); OSHA's Communication Tower Best Practices
Disposal	Texas Health & Safety Code, Chapter 361

In addition, the contractor will be responsible for obtaining any permits required for the completion of the project and must maintain all necessary licensing throughout the life of the contract.

4. **Overview:**

The requirements of this project are to remove and dispose of the legacy strobe system currently installed on the PRPC's tower (including the legacy lighting controller mechanisms and associated appurtenances) and to install new LED tower obstruction beacons and side lights, furnished by the contractor; that meet the FAA's L-864/L-865 Medium Intensity Dual Lighting specifications. In carrying out this work, the contractor is responsible for ensuring his personnel are properly equipped with personal protective equipment; in accordance with the applicable OSHA and TIA standards. All work will be completed in a neat, workmanlike manner.

5. Project Location:

The tower is located in Ochiltree County; south of the City of Perryton. More precisely, it's found at:

Location: 2.5 miles SE on Hwy 83 from the junction of Hwy 83 & 70; 500' NE of the Hwy

Coordinates: N36 16'30.0" W100 46'43.0"

6. Scope of Work:

The scope of work for this project essentially consists of the basic elements below:

1. Remove existing lighting system, strobe lighting assemblies and side lamps from tower
2. Remove as needed, any or all lighting controllers at the base of the tower
3. Provide and install new LED lighting controller(s) as needed.
4. Provide and install new LED lighting light assemblies on tower at same locations as those removed at beginning.
5. Provide and install any necessary wiring, wire connectors, wiring supports, lightning protection and/or all other parts or equipment necessary to complete the project.
6. Ensure that all replaced equipment and project debris are properly disposed of.

7. Minimum Material Standards:

- The lighting equipment provided will be in accordance with FAA specifications for a 400' AGL tower: Obstruction Marking and Lighting AC No: 70/7460-1L (latest version), including the FAA's L-864/L-865 Medium Intensity Dual Lighting specification, and will include all lighting including beacons and side lamp devices.
- The lighting will be LED illumination only. Strobe type illumination will *not* be considered.
- All wiring required for the installation of the equipment and completion of the project will be new.

8. Errors and Omissions by the PRPC:

No Bidder will be permitted to use to his/her advantage any error or omission in this solicitation or in the specifications. If the Bidder has any questions or desires a clarification or interpretation regarding any of the items specified, the Bidder will request such clarification in writing and any such clarifications shall be made available to all vendors. The intent of this bid is to have a fully functional, FAA-compliant lighting system installed on the PRPC's radio tower.

9. Questions Regarding Bid Specifications:

All questions regarding this bid or the technical specifications should be directed to Shane Brown, PRPC Emergency Communications & Preparedness Program Manager by phone at (806) 372-3381 or by email at sbrown@theprpc.org. Any material changes as a result of such questions will be approved in writing and mailed or delivered to each Bidder of record.

10. Change Orders:

All change orders, changes to the scope of work or specifications, must be approved in writing by the PRPC's Executive Director.

11. Subcontractors:

If the Bidder intends to utilize a subcontractor(s) on this project; the name of the subcontractor(s) and the work to be completed by the subcontractor(s) must be identified on the bid response.

12. Warranty:

All work and equipment provided under the project contract will be warranted for a minimum of one year from the date on which the work is accepted by the PRPC. Bidder will indicate as part of the bid the details regarding the warranty(ies) being provided.

13. Bid Submission:

- a) The PRPC is exempt from the payment of State sales tax. Do not include sales tax on the bid. A Tax-Exempt Certification form will be provided upon request.
- b) Contractor must not be debarred by the State or Federal government. Bidders will have to provide their DUNS (Dun & Bradstreet) identifier and if available, their SAMS (System for Award Management) number as part of their response so that the Contractor's debarment status can be verified by the PRPC.
- c) The Contractor must provide insurance coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- d) Completed bids are due to the PRPC by no later than **2:00 PM (CDT) on Friday, June 19, 2020**. Bids received after that time/date will not be considered
- e) Only one (1) copy of the bid response must be submitted. However, the Bidder must also provide supplemental literature to further describe the lighting system equipment being proposed or provide a link to a website where that information can be obtained.
- f) Bids may be mailed, delivered by common carrier or hand-delivered to the PRPC as follows:

Delivered by Mail:

PRPC
Attn: Shane Brown
PO Box 9257
Amarillo, TX 79105

Delivered by hand or by common carrier:

PRPC
Attn: Shane Brown
415 West Eighth Avenue
Amarillo, TX 79101

Bids may also be submitted by email to: sbrown@theprpc.org. However, it will be the Bidder's responsibility to ensure that an emailed bid response is properly received.

14. Bid Opening and Award:

- a) Bids will be opened and read aloud at 2:00 PM (CDT) on June 19, 2020. Normally, the opening would take place in the PRPC Board Room, at 415 West Eighth Avenue, Amarillo, TX 79101.

But, due to the current COVID situation, the opening will occur remotely by way of GoTo Meeting. The bid opening meeting link is: <https://global.gotomeeting.com/join/269313645>. The call-in number is: +1 (786) 535-3211; Access Code: 269-313-645.

- b) PRPC reserves the right to reject any, part of or all bids and to waive any informalities in the bid process; without the imposition of any form of liability.
- c) Bids will be evaluated by the PRPC's Regional Service Director and Regional Emergency Communications & Preparedness Program Manager to verify they meet the requirements of this IFB. An award recommendation will then be developed for presentation to the PRPC's Board of Directors for consideration of acceptance. As currently planned, this recommendation will be brought to the PRPC Board, during a meeting to be held on, on June 25, 2020.
- d) Bidders who respond to this IFB with a qualified bid will be notified in writing via email of the PRPC's intent to award the contract. Copies of the bid tabulation form will be made available to Bidders upon request.
- e) The PRPC reserves the right to award this bid on the basis of lowest and best bid in accordance with the laws of the State of Texas.

15. Post Award & Contract Execution:

- a) In submitting his/her bid response, Bidder affirms that he/she maintains insurance coverages in accordance with Section d) below and will do so for the duration of this project.
- b) By signing the contract, the Contractor also affirms that his/her subcontractor(s) maintain coverages in accordance with Section 4 e) below. The Contractor will supply the PRPC with evidence of such coverages; the Contractor's and the subcontractor's(s'), as requested.
- c) By signing the contract, the Contractor is representing to the PRPC that all employees of the Contractor and the Contractor's subcontractor who will provide services on the project will be covered by workers' compensation for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation.
- d) Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their own expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they are the minimum acceptable limits. Contractor will provide the PRPC with evidence of such insurance covered, if requested.
 - i. Commercial General Liability Insurance: Providing coverage of not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- ii. Automobile Liability Coverage: Providing coverage on all owned, hired and non-owned vehicles with limits not less than \$100,000 per person, \$300,000 per occurrence and \$100,000 property damage.
- e) Indemnity: The Contractor will indemnify and hold harmless the PRPC, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of his/her negligence or in connection with the work performed by the Contractor and his/her employees under the contract
- f) A provision must be included in the contract of any subcontractor(s) engaged by the Contractor on the project obliging the subcontractor(s) to afford the PRPC the same assurances as described in Part e) above.

LED Communications Tower Lighting System Bid Form

Bidding Company Name: _____

Bidding Company's Mailing Address:		Remit to Payment Address:	
Mailing Address:			
City, ST Zip:			
Contact Person:		Phone:	
Email Address:			

Bid Response

Bid Element	Bid Cost
One (1) Medium Intensity LED Dual (day/night) Tower Lighting System; conforming to all applicable FAA requirements.	\$
Lighting System Installation Costs; installed in accordance with the manufacturers recommendations and in conformance with applicable codes (e.g., NEC)	\$
Other Cost: Please Describe:	\$
Other Cost: Please Describe:	\$
Other Cost: Please Describe:	\$
Total Bid Amount:	\$

Calendar Days Required to fully complete the project: _____ calendar days.

Briefly describe the lighting system equipment being bid (along with the warranties being provided).

Website for additional equipment literature*:

** - if no on-line source is available, please enclose supplemental printed literature with the Bid*

Will Subcontractors be used on this Project? If so, identify the subcontractor(s) and describe the work that will be conducted by the subcontractor(s).

Describe Payment Terms:

Any Other Information you want to provide regarding this Bid?

Exceptions to the Bid Conditions:

- The equipment quoted above meets all the proposal specifications/conditions listed.
- The equipment quoted above varies from the proposal specifications in the following areas:
(provide additional pages as needed)

The undersigned certifies that the information provided above is accurate and agrees that if this bid is accepted within 30 calendar days of the June 19, 2020 bid opening date, to fully comply in strict accordance with this IFB for the amount(s) listed above.

Signature of the Person Authorized to Sign for the Bidding Company

DUNS Number

Printed Name and Title

Date:

STANDARD FORM AGREEMENT

This Contract is made by and between the Panhandle Regional Planning Commission (hereafter called the “PRPC”) and _____ (hereinafter called the “Contractor”).

The PRPC and the Contractor will, in consideration of the mutual covenants hereinafter set forth herein, agree as follows:

1. SCOPE OF WORK

The Contractor will complete all work as specified or indicated in the Contractor’s Proposal for the PRPC’s LED Medium Intensity Dual Lighting System Invitation for Bids packet and any addendum thereto. The work is generally described as follows: furnishing all labor, equipment and material necessary to remove and dispose of the legacy strobe system currently installed on the PRPC’s tower; replacing it with a new system meeting the FAA’s L-864/L-865 Medium Intensity Dual Lighting specifications.

2. CONTRACT DOCUMENTS & PLANS/SPECIFICATIONS

The lighting system will be furnished and installed in accordance with the Contractor’s Proposal, the Invitation for Bids entitled "LED Medium Intensity Dual Lighting System” project and any addendum thereto; all of which are attached hereto by reference. The Contractor will be responsible for all items in the Invitation for Bids and Contractor’s Proposal.

3. CONTRACT TIME:

The time period for completion of this contract will be 30 calendar days from the Notice to Proceed. The Notice to Proceed will be issued after the Contractor has been given a Notice of Contract Award and the Contractor has provided all the performance bond and insurance documents required to the PRPC. Contractor will not be penalized for any delays directly attributable the PRPC’s participation in the project.

4. CONTRACT INSPECTION:

Inspection for this contract including submittal of material used, requests for payment, and acceptance of work completed will be performed by the PRPC’s Regional Emergency Communications & Preparedness Program Manager and/or the PRPC’s Regional Services Director.

5. PAYMENT PROCEDURES.

Payment for work will be in accordance with the payment schedule accepted or negotiated by the PRPC and Contractor at the time of the contract award. Invoices are to be submitted to:

PRPC
Attn: Shane Brown
PO Box 9257
Amarillo, TX 79105

The PRPC will verify that the work claimed on each invoice has been fully completed. Upon confirming the appropriate invoice amount, payment will be made within 7 days and mailed to the person/address indicated in the Contractor's bid as the person/address to which invoice payments are to be made.

The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from the PRPC.

6. UTILITIES/STORAGE SPACE

Storage space at the site for trailers will be the responsibility of the Contractor who must coordinate and obtain approval when storing equipment on adjoining property. Equipment may be stored at the site at the Contractor's own discretion. Electrical utilities are available at the site(s) for use during installation.

7. BONDS:

This section reserved for future use.

8. INDEMNIFICATION/INSURANCE:

The Contractor will purchase and maintain at the Contractor's expense for the full contract period such insurance as is appropriate for the work being performed. The insurance will cover claims which may arise from the Scope of Work performed with this contract which includes Claims under Worker's Compensation, disability benefits, and claims for damages because of bodily injury, personal injury, sickness or disease, or death of any of the Contractor's Employees or for any person other than the Contractor's Employees who may be hurt/injured/killed as a result of the Contractor's Work on this contract. As requested, the Contractor will provide the PRPC with evidence these coverages are in effect, in the appropriate amounts and for the duration of the project. The Contractor will indemnify and hold harmless the PRPC, its officers, agents and employees against all claims, losses, damages, and expenses, arising out of or resulting from the of his/her performance under this contract.

9. ASSIGNMENTS:

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

10. AMENDMENTS:

Subject to applicable law, this Agreement may be amended, modified, and supplemented only by written agreement signed by the PRPC and the Contractor.

11. CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

12. GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Potter County, Texas shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

13. COUNTERPARTS:

This Contract may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14. ENTIRE AGREEMENT:

This agreement and the attachments hereto constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

ACCEPTANCE:

IN WITNESSETH HEREOF, the parties to this contract have set out their signatures as of the day and year set forth below.

Panhandle Regional Planning Commission

CONTRACTOR

By: _____
Signature

By: _____
Signature

Printed Name/Title

Printed Name/Title

Federal I.D. No. /DUNS No.

Federal I.D. No. /DUNS No.

Mailing Address

Mailing Address

City, State, and Zip Code

City, State, and Zip Code