

Informal Bid Request

#25-26-09

Project:

Tennis Court Lighting Upgrade River Birch Tennis Center Greenville, NC

Scope of Work:

Provide material, equipment, and labor to remove and replace the existing light fixtures on eight tennis courts located at the River Birch Tennis Center.

Special Conditions:

Work must comply with all OSHA safety guidelines.

Contractor is responsible for all needed paperwork to obtain required permits. All permits must be posted prior to the commencement of work.

There will be mandatory pre-bid meeting on August 26, 2025 at 10:00 AM at the site.

Site Location:

River Birch Tennis Center 625 W. Arlington Blvd Greenville, NC

Bid Submittal Deadline: Thursday, September 4, 2025 @ 2:00 PM

Via email to: mwatson@greenvillenc.gov

INVITATION FOR INFORMAL BID ON

TENNIS COURT LIGHTING UPGRADE – RIVER BIRCH TC

INSTRUCTIONS FOR BIDDERS

The person, firm or corporation making a proposal shall submit a bid to *Mike Watson*, *Project Coordinator*, on or before the hour and day stated on the attached bid request form. The preferred method of delivery of the bid is by email to mwatson@greenvillenc.gov The bid may also be mailed or hand delivered to the Jaycee Park Administrative office located at 2000 Cedar Lane, Greenville, N.C., 27858 and must be received prior to the submittal deadline time and date stated and shall have the words Bid Enclosed, RBTC LIGHTS Attn: Mike Watson along with the company name on the outside of the envelope.

All mailed or hand delivered bids received in the office will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud. The bids will be opened and evaluated, and a tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

The bidder shall include the required responses and supply all the information as indicated on the Bid Submittal Form, Attachment B. The prices inserted shall be net and shall be the full cost including all factors whatsoever. Any bids not submitted on such forms provided will be considered unresponsive.

No bid may be changed or withdrawn after the time of the opening. Modifications or withdrawals will only be accepted if submitted in writing to *Mike Watson*, *Project Coordinator*, before the specified time of the bid.

The City of Greenville reserves the right to reject any and all bids, to waive any formalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 60 days after the opening.

The scope of work attached represents the minimum specification or description of work to be purchased or contracted. These requirements are not intended to prevent fair responses or to eliminate competition, but they are intended for the protection of each and every proposer to ensure, if possible, that all bids submitted shall be upon a fair and comparable basis.

It is expressly understood by the bidders that written notice of award and/or receipt of purchase order will constitute agreement by the City to consummate the transaction and will serve together with the proposal, scope of work, and these instructions as the entire form of contract between the parties except in cases where formal contracts are warranted.

All work shall be FOB, Greenville, N.C.

Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering goods and services.

Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address: https://cityofgreenvillenc.munisselfservice.com/vss.

If the prospective new vendor is only providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration.

Minority and/or Women Business Enterprise (MWBE) Program:

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned firms whenever possible.

Questions regarding the City's MWBE Program should be directed to Wanda House, Financial Services Manager, at (252) 329-4862.

Equal Employment Opportunity Clause:

The City of Greenville, NC is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

TITLE VI NONDISCRIMINATION NOTIFICATION:

The City of Greenville, NC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby 1178814- v4 7 notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. See Attachment A for more information.

Insurance Requirements:

The following insurance coverages and limits are standard insurance requirements for City contracts. At times the scope of the contracted work may require additional or unique coverages and increased limits.

The name of the contracting party must agree to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall be required and accompany the Contract:

1. Workers' Compensation Insurance:

Limits:

Workers' Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers' Compensation must include **all employees**.

2. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved. Any endorsed exclusions or limitations from the standard policy must be clearly stated in

writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

3. Commercial Automobile Liability: (If Applicable)

Limits:

Combined single limit

\$1,000.000

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

4. **Professional Liability:** (If Applicable)

Limits:

Each Claim Made: \$1,000,000 Aggregate: \$2,000,000

5. **Builders Risk Coverage:** (If Applicable)

Limit:

Minimum limit in the amount of total bid price.

The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

6. Named Insured:

The named Insured shall be The City of Greenville, P.O. Box 7207, Greenville NC 27835, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted doing business in North Carolina and be acceptable to the City of Greenville's Safety Risk Manager. If the insurance

company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Safety Risk Manager for approval before commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified. The Certificate of Insurance must identify the Contract and contract work, including location, to be completed in the description section.

The City of Greenville's review or acceptance of Certificates of Insurance shall not relieve contractor of any requirement to provide the specific insurance coverages set forth in the Contract. Nor shall the City of Greenville's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Contract or acknowledgement that all insurance coverage requirements set forth in the Contract have been met.

Hold Harmless and Indemnity Agreement:

To the fullest extent permitted by law, the **Contractor** shall indemnify and hold harmless the City of Greenville, its employees, agents and consultants against any liability arising out of or in connection with any of the operations or obligations of the **Contractor**, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of the **Contractor** or anyone directly or indirectly employed by them or anyone for whose acts the **Contractor** may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exists as to a party or person described in this paragraph.

E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

IRAN DIVESTMENT ACT: Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

<u>LIQUIDATED DAMAGES</u>: If the Contractor fails to complete the work within the time specified in the bid package, the Contractor shall pay liquidated damages to the City of Greenville in the amount of <u>\$150.00</u> for each calendar day of delay until the work is completed or accepted.

The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at. https://www.greenvillenc.gov/gov/financial-services/purchasing.

Questions regarding any part of this proposal shall be directed via email to Mike Watson, Project Coordinator, at mwatson@greenvillenc.gov

Bids must be submitted using the provided Bid Submittal Form, Attachment B, accompanied by the completed Reference Information Sheet.



PROJECT MANAGEMENT

Tennis Court Lighting Upgrade River Birch Tennis Center

Scope of Work

Scope

For the base bid, the contractor shall supply all labor, equipment and material to replace the existing light fixtures with new LED high efficiency fixtures on eight (8) all-weather tennis courts, install two (2) new security lights and poles, and replace two (2) other security light fixtures at the River Birch Tennis Center. Alternate #1 will include replacing the existing wood backboard that houses the electrical panels with a new metal framing structure. Alternate #2 will include the installation of a player-activated lighting system. All work shall be to industry standards. All OSHA requirements and other safety guidelines associated with the work shall be followed.

Schedule

The schedule for the work outlined in this Scope of Work is to be determined, with mid to late Fall 2025 or early Spring 2026 identified as the target timeframe. Once the work starts, schedule adjustments may be permitted due to weather-related delays.

Debris

All debris associated with this project shall be removed and properly disposed of offsite.

General Requirements & Information:

- 1. Contractor is responsible for all measurements.
- 2. The Contractor shall be responsible for providing a safe work site at all times.
- 3. Contractor shall take care not to damage any portion of the facility, concrete, landscaping, etc. Any damage caused by the contractor shall be repaired prior to the completion of the project.
- 4. Contractor will be able to use the facility's electricity, water, and restrooms to complete the work.
- 5. The laydown area, parking, time of work, etc. will be discussed at a preconstruction meeting with the awarded contractor.
- 6. All electrical work shall be to NEC code and local regulations.
- 7. Contractor shall comply with all OSHA requirements and safety guidelines associated with the work within the scope of work.

8. The awarded contractor shall provide specification information and details on all new lighting fixtures including a photometric scan covering the primary playing areas. Information on other items may also be requested and provided.

Specifications:

1. Base Bid Overview:

The base bid involves the removal of existing light fixtures and the installation of new high efficiency LED fixtures for eight (8) all-weather tennis courts utilizing the existing poles, wiring and control system. The replacement of two existing fixtures on poles and two (2) new poles and LED lights will be added for security. Refer to Attachment D for aerial site views. Contractors are responsible for verifying all quantities and measurements.

• Front Six Courts:

- o 28 fixtures on 14 existing poles
- o 20 fixtures on 5 existing poles

• Rear Two Courts:

o 8 fixtures on 4 existing poles

2. Court Lighting:

- After removing the existing light fixtures, install new high-efficiency LED fixtures mounted to the existing poles with compatible pole mounts. See Attachment C for the lighting schedule and Attachment D for the court layout.
- The existing lighting circuits feed from two 120V/240V electrical panels on the front corner of court 6. Each existing 240V 20A lighting circuit carries no more than four lights.
- Verify integrity and load capacity and reconnect to the existing wiring.
- The new lights shall be set to reuse the existing TORK EWX103 electronic timer for automated lighting control.

3. Security Lighting:

- As directed, on two (2) existing poles, replace the existing light fixture with a new high-efficiency LED fixture mounted to the existing poles with compatible pole mounts. New fixtures shall match the court lights.
- In the areas indicated (see Attachment D), install two new poles, highefficiency LED lights, and new electrical wiring.
- The new poles shall be mounted on a concrete foundation and match the existing poles as close as possible.
- On each new pole, mount a weatherproof junction box (12-15 ft) for the future installation for a camera and provide internal conduit stub-out or

wiring access for the future camera and seal all penetrations to maintain weather resistance.

• Security lights shall be controlled via photocell with dusk to dawn operation.

4. Lighting Access

• Contractor shall include plywood mats on the playing surface if accessing the lights using a scissor lift.

5. Final Steps

- Clean the site and remove all debris.
- Courts must be fully prepped and playable upon project completion.

6. Warranty

- All light fixtures shall carry a five (5) year replacement warranty.
- All installation work shall be warranted for one (1) year.

8. Award & Bidding

• Project award will be granted to the lowest responsive and responsible bidder, contingent upon available funding.

9. Project Execution

A formal notice to proceed will be issued via email or letter, followed by a purchase order.

Alternates:

1. Alternates Overview:

Alternate #1 includes replacing the existing wood backboard and support posts currently used to mount the electrical cabinets with a new Unistrut framing system. Alternate #2 includes the addition of a player-activated lighting control system.

2. Alternate #1 – Unistrut System:

- Disconnect all as needed and temporarily support all electrical wiring, cabinets and conduit
- Construct a new Unistrut framing system with galvanized rigid pipe uprights with caps and 1 5/8" laterals.

- Pipe uprights shall be installed using concrete footings
- Mount the existing electrical cabinets securely to the frame and re-align conduit entries and ensure proper weatherproofing.

3. Alternate #2 – Player-Activated System:

- The player-activated system shall integrate with the existing TORK electronic timer if compatible. If integration is not feasible, the contractor shall provide a new control panel with built-in time functionality suitable for use with the LED fixtures. The programmable timer control panel shall allow time extension upon button press and include override and manual shutoff options for staff.
- If a new control panel is required, provide a Nema4X enclosure sized to mount the new control panel.
- Provide an activation station with the following:
 - Push button that is weatherproof and vandal-resistant
 - LED strobe or indicator light
 - Install on a new pole near the center entrance (see Attachment D)
 - Include all necessary conduit, junction boxes, breakers, and wiring.
 - Provide basic signage on user instructions at the activation station.
- The fabrication and sourcing of the above components shall be the responsibility of the contractor.
- Prior to project commencement, the awarded contractor shall submit specifications and detailed documentation of the proposed player-activation system for staff review and approval.



PROJECT MANAGEMENT

<u>Title VI of the Civil Rights Act of 1964</u> Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- **(4) Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

- **(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding payments to the contractor under the contract until the contractor complies; and/or
 - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities
 Act, which prohibit discrimination on the basis of
 disability in the operation of public entities,
 public and private transportation systems, places
 of public accommodation, and certain testing
 entities (42 U.S.C. §§ 12131-12189) as
 implemented by Department of Transportation
 regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which

- ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Bid Submittal Form

Tennis Court Lighting Upgrade – River Birch Tennis Center Bids Due: Thursday, September 4, 2025 by 2:00pm

Contractor's Business Name:		License #:	
Address:		Zip Code: _	
Contact Person: Ti	tle:		
Phone: Email:			
Business Type (sole proprietor, partnership, LLC, Inc., Other):			
We hereby submit our bid to supply all materials and labor	· required	to complete the	e scope of work.
Base Bid: (\$)			
		and	_ / 100 Dollars
Alternate #1:(\$)			
		and	/ 100 Dollars
Alternate #2:(\$)			
		and	/ 100 Dollars
Addenda Received (if applicable):			
Submitted by:	_		
Signature:	_ Date:		

REFERENCE INFORMATION SHEET

Vendors must include a list of three (3) references from clients they've worked with on similar projects. All client information must be provided in full. This information is to be submitted with the Bid Submittal Form. Contractors should possess relevant experience in comparable construction projects.

Contractor Business Name:		
Years in business:		
Project Name:		
Project Description & Location:		
Contact Name:	Completion Date:	
Phone Number:	Email:	
Project Name:		
Project Description & Location:		
	Completion Date:	
Contact Name:		
Contact Name:Phone Number:	Completion Date:	
Contact Name: Phone Number: Project Name:	Completion Date: Email:	
Contact Name: Phone Number: Project Name: Project Description & Location:	Completion Date: Email:	

Six Front Courts:

Qty	Manufacturer*	Model	Description	Ш	Watts	LMS
14	CPSLED Lighting	MAL08400W27VDDKDT3 5000K	2 Heads, Area Light, Type 3, 5000K	0.900	400	60000
5	CPSLED Lighting	MAL08400W27VDDKDT3 5000K	4 Heads, Area Light, Type 3, 5000K	0.900	400	60000

	Max/Min	CV
Court 1	1.77	0.16
Court 2	1.68	0.16
Court 3	1.55	0.15
Court 4	1.68	0.17
Court 5	1.65	0.16
Court 6	1.77	0.15
Courts	3.43	0.20

Two Rear Courts:

Qty	Manufacturer*	Model	Description	ШF	Watts	LMS
4	OPSLED Lighting	MAL08400W27VDDKDT3 5000K	2 Heads, Area Light, Type 3, 5000K	0.900	400	60000

	Max/Min	CV
Court 7	4.93	0.52
Court 8	4.87	0.52
Courts	10.26	0.71

* The listed manufacturer and model number are provided for reference only. Alternate manufacturers offering products that meet or exceed the specified performance and design criteria will be considered, subject to review of submittals and approval by staff.

Location Information

