

REQUEST FOR PROPOSAL

SERVICES FOR THE PURCHASE & INSTALLATION OF A NEW VIDEOBOARD SYSTEM AT HUNTINGTON PARK HOME OF THE COLUMBUS CLIPPERS

1) INTENT

Franklin County Stadium, Inc., ("FCS", dba Huntington Park) is soliciting proposals from qualified firms to provide consulting, engineering design, and installation services for a new state-of-the-art Video Board System at Huntington Park, located in Columbus, Ohio and the home of The Columbus Clippers. The existing video board is nine (9) years old and has outdated static and tri-vision advertising panels that are no longer acceptable as a viable form of transmission to entertain our customers visiting the ballpark.. All design modifications within this Request for Proposal shall conform within baseball industry accepted standards as a part of the criteria of evaluation.

2) PROPOSAL DUE DATE

An invitational Pre – Proposal Meeting will be held at the Huntington Park at 4:00 PM on Wednesday, December 6, 2017, to review the scope of work. Proposals will be accepted up until 12:00 Noon on Tuesday December 19, 2017, at the Clippers offices located at 330 Huntington Park Lane, Columbus, Ohio 43215. Please submit proposals to the attention of Mr. Ken Schnacke, President and General Manager of Huntington Park & the Columbus Clippers.

3) OVERVIEW

The firm should demonstrate proven expertise in creating and installing video boards for professional baseball ballparks at the Major League or Triple-A level. Proven Experience is defined as the successful construction of a minimum of five MLB or MiLB (Triple-A) new video board installations in the past 3 years. The total estimated project budget is approximately \$900,000.00 - \$1,200,000.00 for the entire video board system.

AWARD CRITERIA

FCS reserves the right to award a contract generated from this RFP to the respondent who presents a proposal that best meets the specifications as listed herein and represents the most beneficial procurement as determined by FCS.

The award will be made by a RFP Evaluation Committee and shall be based on the respondent's qualifications including, but not limited to the following: references, knowledge, interpretation of the needs of FCS, and experience with similar projects at the MLB & MiLB (Triple-A) level and pricing.

Proposals will be evaluated on the basis of the following criteria:

Experience and Qualifications of the Proposal (20 points)

Consideration will be given to firms (including the individuals assigned to the project) demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP.

A. MLB and MiLB Qualifications (20 points)

Reference outline of completed projects at the MLB and MiLB (Triple-A) level.

B. Proposal Completion (25 points)

Proposal responses will be evaluated on completeness, clarity/accuracy of the scope of work requested, technical approach, design documents, and proposal presentation.

C. Financial Terms (35 points)

Consideration will be given to proposals that present the most cost efficient terms to FCS.

FCS reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interests of FCS, and reserves the right to modify any requirements, terms or conditions as outlined in this request for proposal (RFP) when such modification(s) is in the best interests of FCS.

Proposals will only be accepted from thoroughly competent, experienced and financially qualified individuals or entities as determined solely by FCS and the Evaluation Committee. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

This document is not an offer to contract but is an RFP as defined herein, to satisfy specific user requirements of FCS. Neither the issuance of the RFP, the preparation and submission of a response, nor the subsequent receipt and evaluation of any response by FCS will commit FCS to award a contract to any vendor even if all of the user requirements in the RFP are met. FCS may modify these requirements in whole or in part and/or seek additional vendors to submit quotations. Only the execution of a written contract will obligate FCS in accordance with the terms and conditions contained in such contract.

4) SCOPE OF WORK

FCS is seeking a firm to design, engineer and install a new video board system at Huntington Park with the following components:

- A. The current scoreboard size is a maximum of 87'-11" in length and 27'-11" tall. The new video board to be installed shall be this approximate length but shall be about 5-6" shorter so as to permit the potential of a small walkway being installed underneath the height of the video board at some future time. This new board will not contain any static panels that operate separately from the entire board, meaning the new video board will operate completely electronically, and in full color, greatly enlarging the footprint of video to be enjoyed by our fans over the entire surface of the video board. It should be noted that the proposal does not include the design and installation of the proposed walkway. Contact Mr. Ken Schnacke at kschnacke@clippersbaseball.com for any other specific plan

information.

- B. Verify existing conditions for accuracy.
- C. Verify structure strength for wind shear loads.
- D. Determine various permits required from local, state and federal agencies for planning and project construction.
- E. Obtain any permits required. Prepare preliminary project schedule and Proposal.
- F. Prepare design development drawings for this new video board. The new video board shall be all electronic, operating with full color modules, with no static or tri-vision panels. A video ration of 16:7 shall be incorporated into the design for maximum efficiency of presenting hi-definition video transmissions. This board shall be able to multi-function at all times and run various program, advertisements, and video feeds as called for.
- G. Prepare intermediate and final project schedules and cost estimates.
- H. Provide construction coordination services.
- I. Coordinate with FCS representative(s) on weekly project meetings during the construction phase; prepare minutes for distribution.
- J. Prepare all reports in the Microsoft Office format. All electronically generated drawings shall be submitted in AutoCAD format.
- K. Scope of work includes:
 - Current Prevailing Wages for Franklin County.
 - Complete all Demolition and Removal of the existing video board. Install new video board in accordance with the terms and conditions of the specifications and remove all waste material. .

PROJECT SCHEDULE: This is a high priority project for this project.

Projected project milestones are as follows:

- Proposals Due – Tuesday, December 19, 2017, at 12:00 noon.
- Award of Design Contract –Tuesday, January 9, 2018.
- Completion of Final Design – Tuesday, January 23, 2018.
- Complete Construction – Tuesday April 3, 2018.

5) PROPOSAL CONTENT/FORMAT

The proposal should include all of the following elements to coincide with the RFP:

- A. A history and description of the firm indicating principal business of firm and complete description of in-house services. Include detailed information on how the firm meets the qualification and scope of work requirements as listed herein. Include the resumes of the individuals that will be assigned to the project.
- B. Provide a list and description of similar project experience on professional baseball video board systems that demonstrate the firm's qualifications for this project.
- C. Provide a list of current clients including the name of the principal-in-charge, their mailing and e-mail addresses, and telephone number.

- D. Provide Design Documents the reflect Scope of Work
- E. Provide a detailed schedule for accommodating the project work with the schedule outlined in the RFP. Describe the organization and responsibilities of the primary firm and the consultants.
- F. Provide a fee proposal. Cost Summary Section in the submittal shall include:
 - 1. Any additional fees or services that FCS will be responsible for including but not limited to reimbursable fees, additional consulting fees, permits.
 - 2. FCS is seeking out full Design Build Service bids and is expecting an all inclusive bid proposal with any and all deviations clearly noted.
- G. Provide one (1) original and three (4) copies of your proposal response.

7) PROJECT CONTACT PERSON and PROJECT TEAM

The project team for FCS includes the following:

Ken Schnacke, President & General Manager

Gary Delozier, Ball Park Superintendent

If there are any questions concerning this Request for Proposal, please contact Ken Schnacke (kschnacke@clippersbaseball.com)

8) LIABILITY REQUIREMENTS

The successful bidder shall supply and maintain insurance which defends, indemnifies and holds harmless the following entities: 1. Franklin County Stadium, Inc., ("FCS", dba Huntington Park); 2. Columbus Baseball Team, Inc., ("CBT", dba Columbus Clippers); 3. The Franklin County Commissioners; and 4. The Franklin County Board of Parks & Recreation. This certificate of insurance shall include & protect the four entities, their officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. The successful bidder must furnish FCS with this Certificate of Insurance prior to start of work. The required coverage shall not be less than the following:

SUPPLEMENTARY CONDITIONS

- A. Builder's risk insurance shall be carried by the owner. The owner's policy will have a deductible of \$1,000. The owner's policy shall not cover loss or theft of the contractor's property.
- B. When Subcontractors are assigned to a general contractor, the contractual arrangement between them shall be through AIA contract 401.
- C. Consult with the Facilities Management regarding insurance limits.
 - 1. Liability Minimum \$1,000,000 Per Occurrence; \$2,000,000 Aggregate; \$1,000,000 Auto Liability; Statutory Worker's Compensation, \$1,000,000 minimum limit excess or umbrella.

INSURANCE CERTIFICATES SHALL NAME: 1. FRANKLIN COUNTY STADIUM, INC., 2. COLUMBUS BASEBALL TEAM, INC., 3. THE FRANKLIN COUNTY COMMISSIONERS, AND 4. THE FRANKLIN COUNTY BOARD OF PARKS & RECREATION AS ADDITIONAL INSURED PARTIES AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY FRANKLIN COUNTY STADIUM INC., AND COLUMBUS BASEBALL TEAM, INC.

Franklin County Stadium Inc., and Columbus Baseball team Inc., named as an additional insured party for all general and excess liability coverage based on the contractual liability of the named insured. Such general and excess liability coverage shall be primary to any other coverage carried by the Franklin County Stadium, Inc., and Columbus Baseball Team, Inc., with respects to acts or omissions of the named insured."

It is intended by the parties hereto that the general and excess liability insurance provided by the contractor shall be primary to any other coverage carried by Franklin County Stadium, Inc., and Columbus Baseball Team, Inc., in respect to liability coverage arising out of any act or omissions by the contractor. Franklin County Stadium, Inc., and Columbus Baseball Team, Inc., will be named as an additional insured. Nothing contained herein shall be construed as making said general and excess liability insurance primary insurance for acts or omissions of Franklin County Stadium, Inc., and Columbus Baseball Team, Inc.

9) CANCELLATION

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation. The agreement may be canceled by FCS for any other reason(s) upon 30 days written notice.

10) ADDITIONAL TERMS and CONDITIONS

The following terms and conditions are required by state law to be included in any contract awarded pursuant to this RFP.

a. Unresolved Finding for Recovery

If, after the contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior-to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

b. Independent Status of the Contractor

1) The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

- 2) The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

c. Non-Collusion Certification

By the signature affixed on Exhibit A-1 (*Non-Collusion Affidavit*) of Appendix A of the Contract, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal; that such proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal; or colluded or conspired to have another not proposal and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the proposals price of its proposal or any other Contractor, or that of any other Contractor, or to secure any advantage against any Contractor or any person or persons interested in the proposed contract and that all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

d. Non-Discrimination / Equal Opportunity Provisions`

The Contractor agrees that in the hiring of employees for the performance of work under the contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed on Exhibit A-2 (*Non-Discrimination / Equal Opportunity Affidavit*) of Appendix A of the Contract, the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

- e. The successful bidder must comply with all Federal, State, and Franklin County statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.
- f. All bidders must quote their fees in the proposal response clearly labeled "Cost Summary Section".
- g. Proposals and prices must remain valid for two (2) months.

EXHIBIT A: REQUEST FOR PROPOSAL SPECIFICATION

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein. Yes_____ No_____

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder of any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to other any competitor.
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal.

Company Name and Address Signature

Date

Name and Title

Phone Number

Email Address

Fax Number

APPENDIX A

AFFIDAVITS AND DECLARATIONS

NON-COLLUSION AFFIDAVIT, Exhibit A-1

(Must be Completed and Notarized)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT, Exhibit A-2

(Must be Completed and Notarized)

EXHIBIT A-1

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY/PARISH OF _____, SS:

_____ being first duly

SWORN, deposes and says that they are the _____ or authorized representative

of _____

or is the party submitting this bids; that such bids is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham bids, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bids price of affiant or any other bidder; to fix any overhead, profit or cost element of said bids price, or of that of any other bidder; to secure any advantage against the County of Franklin or any person or persons interested in the proposed contract; that all statements contained in said bids of bids are true, and that, such bidder has not, directly or indirectly submitted this bids, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bids being submitted.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

EXHIBIT A-2

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY/PARISH OF _____

_____ being first
Printed Name

duly sworn, deposes and says that they are _____
(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded a contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)