



615 S Elm Avenue
Gaylord, MI 49735

REQUEST FOR PROPOSAL
Gaylord Community Schools
LED Lighting Conversion and Financing Project

RFP #LED 2021

RFP Release Date
August 12, 2021

Mandatory Pre-Bid Meeting:

Thursday August 19, 2021 - 1:00pm
Gaylord Community Schools
615 S. Elm Street
Gaylord, MI 48375

Bid Submission Due Date:

Thursday September 2, 2021 - 1:00pm
Gaylord Community Schools
615 S. Elm Street
Gaylord, MI 48375
Attention: David Parsell
Method: Hard copy with all required signatures

Bid Public Opening Meeting (No Award Will Be Made):

Thursday September 2, 2021 - 1:15pm
Gaylord Community Schools
615 S. Elm Street
Gaylord, MI 48375

TABLE OF CONTENTS

I. Terms of Performance

- A. Introduction – Project Overview
 - Extent of proposal
 - Buildings included in proposal
 - Pre-bid meeting information
- B. Scope of Work - Performance Requirements
- C. Fixture, Lamp, and Controls Installation Guide Overview
 - Description
 - Exceptions
- D. Project Timing
- E. Product Specifications
 - General Specifications
 - LED Linear Tube Specifications
 - LED Panel Light Specifications
 - LED High Bay Specifications
- F. Proposal Requirements
 - Guidelines
 - Process
- G. Evaluation of Proposals and Awards
- H. Bid Protest Process
- I. Indemnity, Release, Insurance and Security
- J. Default and Termination
- K. Taxes
- L. Integration

II. Attachments

- Attachment #1: Signature Page
- Attachment #2: Vendor Bid Proposal
- Attachment #3: Detailed Bid Proposal
- Attachment #4: Unique Product List
- Attachment #5: Unique Product Checklist
- Attachment #6: Vendor Statement of Qualifications
- Attachment #7: Ethical Standards Affidavit – Must be notarized
- Attachment #8: Conflict of Interest Affidavit – Must be notarized
- Attachment #9: Certificate of Liability Insurance
- Attachment #10: Assurances and Certifications
- Attachment #11: Pre-bid Meeting Agenda
- Attachment #12: Gaylord Maintenance Department – Fixture Conversion Schedule
- Attachment #13: Gaylord Early Childhood Center – Fixture Conversion Schedule
- Attachment #14: North Ohio Elementary School – Fixture Conversion Schedule
- Attachment #15: South Maple Elementary School – Fixture Conversion Schedule

TERMS OF PERFORMANCE

A. Introduction – Project Overview

1. The scope of the Gaylord Community Schools LED Lighting Conversion and Financing Project will include all interior fixtures, and will include a combination of the following:
 - i. Replacement of existing non-LED lamps.
 - ii. Retrofitting of fixtures where possible to accommodate LED lamps and lamp replacement.
 - iii. Installation of new fixtures where lamp replacement or retrofitting of the existing fixture is not feasible or is not preferred.
 - iv. All linear fluorescent and PL type fixtures scheduled to be retrofitted must be direct wired with a Type B LED Linear Tube, or Type B LED PL type lamp. **Ballast compatible LED products, and all glass or all plastic type LED linear tubes are not acceptable. Only aluminum backed LED linear tubes are acceptable.**
 - v. **Existing socket holders in the linear fluorescent fixtures that are scheduled to be retrofitted with LED linear tubes shall be replaced with new LED application approved socket holders.**
 - vi. Removal and proper disposal of ALL existing lighting fixture electronic ballasts and lamps.
 - vii. Because of the nature of retrofitting existing lighting infrastructure, a modest departure from the written scope of work in this RFP is expected. Gaylord Community Schools shall include as part of this bid, an allowance equal to 10% multiplied by the sum of labor plus materials by school. In the event a departure from the scope of work as defined in this RFP is identified by a contractor, the contractor must provide Gaylord Community Schools with a written quote for the change order, and the change order must be approved in writing prior to beginning any additional work. Please see the Gaylord Community Schools– Detailed Bid Proposal by School.
2. Buildings scheduled for the LED lighting conversion include:
 - i. Gaylord Maintenance Department – Interior Only
 - ii. Gaylord Early Childcare Center – Interior Only
 - iii. North Ohio Elementary School – Interior Only
 - iv. South Maple Elementary School – Interior Only
 - v. **The current plan is to convert the above buildings. However, Gaylord Community Schools reserves the right to exclude one or more of the buildings from the project.**
3. Gaylord Community Schools will be holding a Mandatory Site Pre-Bid Meeting and Walkthrough on:
 - i. Thursday August 19, 2021 at 1:00pm
 - ii. The meeting will be held at Gaylord Community Schools.
 - iii. The meeting will include a walkthrough of the buildings listed in Item 2 above. During the walkthrough we will verify the Fixture Conversion

Plan so all parties will be bidding on identical project scopes. All project questions will be addressed at this meeting.

B. Scope of Work - Performance Requirements

1. Perform work within prescribed hours of operation.
2. Provide all tools and equipment needed to perform the LED lighting conversion.
3. Remove electronic ballast and lamp components from lighting fixtures.
4. Convert existing lighting infrastructure using LED lighting products only.
5. Minimize the construction workspace installation footprint.
6. Maintain organized work areas free of materials, packing and dunnage, scrap, or other items that could create potential trip or safety hazards.
7. Keep noise to minimum levels.
8. Ensure workers are wearing the appropriate Personal Protective Equipment (PPE).
9. Be responsible to ensure the safety of school students, faculty, staff, and visitors who are near the LED lighting conversion project workspaces.
10. Manage the procurement, receiving, staging, and movement of materials.
11. Manage the removal and proper disposal of all excess materials, dunnage, lamps, etc.
12. Keep work areas free from debris, obstacles, etc. so as not to impact school operations and student safety.
13. Perform all work on and around existing structure systems, technology runs, conduits etc.
14. Provide replacement inventory (minimum of 1%) for each type of lamp or fixture installed.
15. Perform a final walk through with Gaylord Community Schools to insure satisfactory completion of the LED lighting conversion project.
16. Prepare and submit all Reservation and Final Rebate Applications with Consumers Energy necessary to capture all eligible energy related incentives.
17. Perform all pre and post installation walk through inspections with a Consumers Energy representative to clarify any questions related to the incentive applications.
18. Contractor must be an approved Consumers Energy Main Program and Small Business Trade Ally.
19. Contractor must be an approved MI Saves Contractor.
20. Contractors must self-install this project and have a valid State of Michigan Electrical Contractor license to bid on this project.
21. Perform work between the hours of 7:00am and 5:00pm, Monday through Friday when schools are not in session.
22. Perform work between the hours of 3:00pm and 5:00am, Monday through Friday when schools are in session.
23. Buildings may be made available after 5:00pm on weekdays and on weekends if requested. There will be no additional cost for second, third or weekend shift work.
24. Contractors must attend the Mandatory Site Pre-Bid walkthrough. The date a time for the Mandatory Pre-Bid Walkthrough will be listed on the RFP posting.

During the walkthroughs, we will verify areas and project scope. Any and all questions will be addressed at this time.

25. All suggestions including alternate scope and material options are welcomed and should be shared at the mandatory Pre-Bid walkthrough.
26. This is a NON-Prevailing wage project.
27. All fixtures that have been retrofitted to LED must be labeled as such and clearly visible to anyone performing subsequent work on the light fixture.

C. Fixture, Lamp and Controls Installation Guide Overview

1. Attachments #12 through #15 provide the Fixture Conversion Schedules and Controls Schedules which provide the detail of the work required for each building. The Fixture Conversion Schedules identify the Room Name, Type of Existing Fixture, Replacement Product, Number of Fixtures, Fixture Conversion Plan, and Number of Replacement Lamps per Fixture. These Schedules are designed to be used as the basis for the material, labor, and the allowance component of the proposal. Any actual change in scope must be approved in writing prior to the work performed.
2. Exceptions include those areas that are excluded from the Fixture Conversion Schedules. This includes certain rooms or fixtures that have already been converted to LED or are scheduled for renovation in the near term. Areas and fixtures that are excluded from the plan are described below:
 - i. No exceptions

D. Project Timing

This LED conversion project shall commence no later than November 1, 2021 and must be completed no later than November 30, 2021.

E. Product Specifications

1. General LED Product Specifications:
 - i. The proposed LED fixture or lamp must be listed on the Design Lights Consortium Qualified Products List or must be Energy Star Certified.
 - ii. The proposed LED fixture or lamp must be UL/ETL listed.
 - iii. The proposed LED fixture or lamp must carry a minimum 5-year full parts and labor warranty from the date of installation.**
 - iv. The fixture or lamp manufacturer shall have produced LED products for a minimum of 5 years at the time of this bid.
 - v. The proposed LED fixture or LED linear tube shall have been photometrically tested per IES LM-79-08 by an independent laboratory, or an in-house laboratory with NIST NVLAP accreditation. The Vendor shall submit the LM-79-08 test data from the proposed LED fixture or lamp manufacturer.
 - vi. The LED package used in the proposed LED fixture or LED linear tube shall have been tested for a minimum of 6000 hours per IES LM-80-08.
 - vii. The Vendor shall submit test data obtained from the manufacturer of the proposed LED fixture or LED linear tube to verify in-situ LED temperature (ISTMT). The test data must be obtained from an Energy

- Star qualified independent test lab. The testing is to be performed per the Energy Star SSL program methodology.
2. LED 4-foot Linear Tube Additional Specifications:
 - i. Minimum luminous efficacy for the LED linear tube shall be 150.0 lumens/watt.
 - ii. Minimum luminous output for the LED linear tube shall be 2250 lumens.
 - iii. Maximum wattage for the LED linear tube shall be 15W.
 - iv. Minimum Color Rendering Index (CRI) shall be 80.
 - v. Highest in-situ measured temperature of an LED for a 4-foot linear tube must be less than 50 degrees Celsius.
 - vi. **Only aluminum backed LED linear tubes are acceptable for this RFP. All plastic or glass LED linear tubes are not acceptable.**
 3. LED 2-foot Linear Tube Additional Specifications:
 - i. Minimum luminous efficacy for the LED linear tube shall be 130.0 lumens/watt.
 - ii. Minimum luminous output for the LED linear tubes shall be 1170 lumens.
 - iii. Maximum wattage for the LED linear tube shall be 9W.
 - iv. Minimum Color Rendering Index (CRI) shall be 80.
 - v. Highest in-situ measured temperature of an LED for a 2-foot linear tube must be less than 40 degrees Celsius.
 - vi. **Only aluminum backed LED linear tubes are acceptable for this RFP. All plastic or glass LED linear tubes are not acceptable.**
 4. LED 2 x 2 and 1 x 4 Panel Light Additional Specifications:
 - i. Minimum luminous efficacy shall be 125.0 lumens/watt.
 - ii. Minimum luminous output shall be 3600 lumens.
 - iii. Maximum wattage for the 2 x 2 LED panel lights shall be 30 watts.
 - iv. Minimum Color Rendering Index (CRI) shall be 80.
 - v. The highest in-situ measured temperature of an LED must be less than 45 degrees Celsius.
 - vi. The plastic used in the LED panel light must be manufactured with PMMA (Polymeric Methyl Methacrylate). LED panel lights manufactured with PS (Polystyrene) and MS (Methyl Methacrylate Styrene) will not be accepted. **Please submit an MSDS sheet, or a letter from the manufacturer verifying the plastic used in the LED panel light.**
 5. LED 2 x 4 Panel Light Additional Specifications:
 - i. Minimum luminous efficacy shall be 127.0 lumens/watt.
 - ii. Minimum luminous output shall be 5080 lumens.
 - iii. Maximum wattage for the 2 x 4 LED panel lights shall be 40 watts.
 - iv. Minimum Color Rendering Index (CRI) shall be 80.
 - v. The highest in-situ measured temperature of an LED must be less than 37 degrees Celsius.
 - vi. The plastic used in the LED panel light must be manufactured with PMMA (Polymeric Methyl Methacrylate). LED panel lights manufactured with PS (Polystyrene) and MS (Methyl Methacrylate Styrene) will not be accepted. **Please submit an MSDS sheet, or a letter**

from the manufacturer verifying the plastic used in the LED panel light.

6. LED Linear High Bay Additional Specifications:
 - i. Minimum luminous efficacy shall be 130.0 lumens/watt.
 - ii. Minimum luminous output for 120W LED Linear High Bay shall be 15000 lumens.
 - iii. Minimum Color Rendering Index (CRI) shall be 80.
 - iv. Highest in-situ measured temperature of an LED must be less than 55 degrees Celsius.

F. Proposal Requirements

1. Submittal Documents as required per this Request for Proposal.
2. Proposal Content:
 - i. Companies interested must offer pricing, warranty information and any other information that shall help staff make the final award decision.
3. Proposal Process:
 - i. Proposals shall be prepared in compliance with provisions of this RFP. Failure to comply will result in the disqualification of the proposal.
 - ii. **Proposals must be received by Thursday September 2, 2021, no later than 1:00pm at the Gaylord Community Schools Administration Office.**
 - iii. The Proposal Package must include the following:
 - a. Signature Page shall be used as a cover page - Attachment #1
 - b. The Vendor Bid Proposal - Attachment #2 - one (1) original and two (2) copies.
 - c. Detailed Bid Proposal by School – Attachment #3.
 - d. Unique Product List - Attachment #4 - Shall be used to list unique products identified as replacement product for this proposal.
 - e. Unique Product Checklist - Attachment #5 - Shall be completed for each unique product listed on Attachment #4.
 - f. Bidders must submit the following for each proposed product model for which a Unique Product Checklist is required (**Bid Packages that do not include the following will not be considered**):
 1. Product specification sheet.
 2. IES LM-79 test report (include photometry and colorimetry).
 3. In-Situ Temperature Measurement Test (ISTMT).
 4. A completed Unique Product Checklist - Attachment #5.
 5. **Gaylord Community Schools reserves the right to disqualify any bid that does include the required LM-79-08 and In-situ Temperature Measurement Test data for each product listed in items 1 through 10 on the Unique Product List (Attachment #4).**
 - g. Vendor Statement of Qualifications - Attachment #6.
 - h. Ethical Standards Affidavit - Attachment #7 – Must be notarized.

- i. Conflict of Interest Affidavit - Attachment #8 – Must be notarized.
 - j. Certificate of Liability Insurance - Attachment #9.
 - k. Assurances and Certifications - Attachment #10.
4. Proposals must be addressed to:
Gaylord Community Schools
Attn: David Parsell
Proposal # LED 2021
615 S Elm Avenue
Gaylord, MI 49735
5. Any proposal received after the time stipulated will not be considered. Proposals received by facsimile transmissions or electronic mail will not be considered.
6. Only the forms provided in the RFP packet are to be used. Electronic versions may be found on the Gaylord Community Schools web page at:
www.gaylordschools.com. **Altered or substitute forms will not be accepted.**
7. ALL submitted documents must be typed or computer generated. No hand-written documents will be allowed.
8. It is understood that each Vendor, before submitting a proposal, shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information or visit the schools to be served. Failure to make such inquiry or receive an answer shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
9. Inquiries regarding this RFP may be directed to:
Gaylord Community Schools
Attn: David Parsell
parselld@gaylord.k12.mi.us
(989) 731-5230
10. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Gaylord Community Schools of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
11. No allowance will be made after proposals are received for oversight, omission, error or mistake by Vendor.
12. All proposals and any accompanying documents become the property of Gaylord Community Schools and will not be returned.
13. Gaylord Community Schools will not be liable in any way for any costs incurred by Vendors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.

14. Gaylord Community Schools reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
15. Receipt of proposal materials by Gaylord Community Schools or submission of a proposal to Gaylord Community Schools offers no rights against Gaylord Community Schools nor obligates Gaylord Community Schools in any manner.
16. Gaylord Community Schools reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.
17. Proposal must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.
18. All proposals shall be a matter of public record subject to the provisions of Michigan law.
19. Bond Requirements - Provide pricing for a Payment and Performance Bond; do not include in base bid. In accordance with Michigan Compiled Laws Section 129.201, successful contractor(s) must obtain Performance and Payment Bonds for any bid category exceeding \$50,000. The Performance and Payment Bonds shall be in an amount equal to the contract amount. The Performance and Payment Bonds shall be solely for the protection of GAYLORD COMMUNITY SCHOOLS and shall be executed by a surety company authorized to do business in the state of Michigan and be listed in Federal Register or have an AM Best Rating of B+ or better.

G. Evaluation of Proposals and Award

1. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and applicable federal and state laws, rules and regulations and will abide by the terms and conditions thereof.
2. Gaylord Community Schools and the evaluation committee, at their sole discretion, shall determine whether Vendors have the basic qualifications to conduct the desired service for Gaylord Community Schools. In determining whether a Vendor possess the basic qualifications to operate, Gaylord Community Schools may consider, but not be limited to, the following: (a) Vendor's general reputation for performance and service; (b) Vendor's longevity of service (number of years) and previous experience; (c) Years of continuous business; (d) Vendor's financial condition.
3. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
4. Award shall be made to the most responsible Vendor whose proposal is determined to be the most advantageous to Gaylord Community Schools taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Gaylord Community Schools and the Vendor.
5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.

6. Gaylord Community Schools reserves the right to accept or reject in part or in whole any or all proposals submitted.
7. Gaylord Community Schools reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the cost proposal.
8. Gaylord Community Schools reserves the right to negotiate further with the successful vendor. The content of the RFP and the successful Vendor's proposal(s) will become an integral part of the contract but may be modified by the provisions of the contract.
9. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
10. A proposal in response to an RFP is an offer to contract with Gaylord Community Schools based upon the terms, conditions, and scope of work and specifications contained in the RFP.
11. Gaylord Community Schools has the right to use, as Gaylord Community Schools determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
12. Vendors must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.

H. Bid Protest Process

1. Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Gaylord Community Schools during the solicitation process.
2. General Authority - Gaylord Community Schools maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Gaylord Community Schools departments, districts or agencies which are governed by Gaylord Community Schools Board.
3. Protest Procedure - Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on or after June 2, 2021 and notify all solicitation participants of the intended award via email.
 - i. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Gaylord Community Schools or the designee.
 - ii. The bid protest, which must be received by Gaylord Community Schools or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
 - iii. Upon execution of the Master Agreement with the selected Vendor, Gaylord Community Schools, or designee, will not take action on a bid protest, but a written response will be provided to the protesting Vendor.

- iv. If a Vendor's bid protest is appropriately filed, Gaylord Community Schools, or designee, may delay the award of the Master Agreement until the matter is resolved.
- v. Notwithstanding the foregoing, throughout the bid protest review process, Gaylord Community Schools has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Gaylord Community Schools reserves the right to make an award when it is determined to be in the best interest of Gaylord Community Schools to do so.
- vi. Gaylord Community Schools, or designee, will respond to all bid protests in a timely manner.

I. Indemnity, Release, Insurance and Security

- 1. Evidence of Vendor Insurance Coverage - The Vendor shall provide Gaylord Community Schools at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to Gaylord Community Schools, as listed below:
 - i. Certificate of Liability Insurances (Attachment #9) properly executed.
 - ii. Certificates of insurance and/or policies may be required prior to work commencing.
- 2. Insurance Requirements – During the performance and up to the date of final acceptance of the work, the Vendor must affect and maintain insurance hereafter listed below:
 - i. The Vendor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
 - ii. The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Per contract aggregate
 - iii. Provide evidence of a Professional Liability Insurance for all staff providing services.
 - iv. The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 3. Workers’ Compensation Insurance, Professional Liability, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “Sixty (60) days Advance

Written Notice of Cancellation or Non-Renewal shall be sent to Gaylord Community Schools.”

4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to Gaylord Community Schools at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless Gaylord Community Schools, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - iii. Gaylord Community Schools will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
 - iv. The Vendor shall reimburse Gaylord Community Schools any expenses incurred as a result of the Vendor’s failure to fulfill any obligation in a professional and timely manner under the Agreement.

J. Default and Termination

1. In the event the Vendor shall default in any of the obligations or conditions set forth in the negotiated Contract or their performance does not meet the mutually established successful performance criteria, Gaylord Community Schools will notify the Vendor of such in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor, the Director of Transportation and Facilities or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for Gaylord Community Schools in the case of notice by the Vendor.
3. Failure on the part of Gaylord Community Schools to notify the Vendor of default shall not be deemed a waiver by Gaylord Community Schools of their rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from Gaylord Community Schools, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of, Gaylord Community Schools shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to Gaylord Community Schools for damages sustained by virtue of any default by the Vendor.

5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Gaylord Community Schools prevails, the Vendor shall pay all expenses of such action including Gaylord Community Schools attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
7. Termination of the Agreement by Gaylord Community Schools upon default by the vendor shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Vendor, and the bonds shall so specify.

K. Taxes

1. Gaylord Community Schools is exempt from all federal, state and local taxes. Gaylord Community Schools shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Gaylord Community Schools.

L. Integration

1. All RFP documents and addenda, vendor's response to this RFP, subsequent Requests for Payments, and contract with the successful vendor contains the entire understanding between the parties.

II. ATTACHMENTS

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SIGNATURE PAGE

*This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for a Proposal made by Gaylord Community Schools, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of Gaylord Community Schools nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that Gaylord Community Schools will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Fax Number: _____

Date: _____

Vendor Bid Proposal

RFP # LED 2021 – Comprehensive LED Lighting Conversion and Financing Project

Vendor:

Address:

Phone Number:

Fax Number:

Vendor Web Site:

Email:

Total Project Summary

Total Labor Cost:

Total Material Cost:

Total Bid Amount:

Total Allowance Amount:

Signature: _____ Date: _____

Print Name: _____ Title: _____

UNIQUE PRODUCT LIST

1. 2' 9W 4000K LED Linear Tube – Please Submit a Unique Product Checklist
2. 4' 15W 4000K LED Linear Tube – Please Submit a Unique Product Checklist
3. 2' x 2' 30W 4000K LED Panel Light – Please Submit a Unique Product Checklist
4. 2' x 4' 40W 4000K LED Panel Light – Please Submit a Unique Product Checklist
5. 1' x 4' 30W 4000K LED Panel Light – Please Submit a Unique Product Checklist
6. 120W 5000K LED Linear High Bay – Please Submit a Unique Product Checklist
7. 7W 4000K LED PL Lamp – Do Not Submit a Unique Product Checklist

UNIQUE PRODUCT CHECKLIST

Note: A separate sheet must be filled out for EACH item listed on Attachment #4

1. Product manufacturer: _____
2. Product model number: _____
3. How long has manufacturer of this product been manufacturing LED Products: _____
4. How long has this model/generation been in production? _____
5. How long is the warranty in years? _____
6. What is the luminaire/lamp ambient temperature range? _____
7. What is the CRI? _____
8. What is the projected L75 life in hours? _____
9. What is Lumen per Watt rating? _____
10. IES Photometric Testing to LM-79? YES or NO: _____
11. What is the Total Luminous Output? _____
12. What is the temperature of the inner most LED (from the ISTMT test report)? _____
13. What are the available input voltage ratings? _____
14. Is dimming available for this product? _____
15. DLC or Energy Star Product ID#? _____
16. Are all required documents included (see below)? _____

REQUIRED DOCUMENTATION TO SUPPORT EACH PRODUCT ITEM

- A. LED fixture, LED linear tube, LED lamp product specification sheet
- B. IES LM-79 test report (include photometry and colorimetry)
- C. In-Situ Temperature Measurement Test (ISTMT)

VENDOR STATEMENT OF QUALIFICATIONS

Company Name: _____

Company Address: _____ Fax Number: _____

_____ Contact Name: _____

Contact Title: _____

Company website: _____ Email: _____

Number of years in business: _____

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

CLIENT DATA	DESCRIPTION and DATE of SERVICE
Client #1: _____	_____
Address: _____	_____
_____	_____
Contact Name: _____	Contact Phone: _____
Contact Email: _____	

Client #2: _____	_____
Address: _____	_____
_____	_____
Contact Name: _____	Contact Phone: _____
Contact Email: _____	

Client #3: _____	_____
Address: _____	_____
_____	_____
Contact Name: _____	Contact Phone: _____
Contact Email: _____	

Signature: _____ Title: _____ Date: _____

ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: _____ Signature: _____

Name of Company:

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20_____.

Notary Public _____

My commission expires: _____

Seal

CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:
 State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public-school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

NOTARY: State of _____ County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20__.

Notary Public _____

My commission expires: _____

Seal

<u>ACORD</u>		CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSUREERS AFFORDING COVERAGE	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
					FIRE DAMAGE (Any one)	\$
					MED EXP (Any one)	\$
					PERSONAL & ADV	\$
					GENERAL	\$
					PRODUCTS-COMP/OP	\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	EA ACC AGG \$
						\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE If yes, describe under SPECIAL PROVISIONS below				WC STATUT.	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA	\$
					E.L. DISEASE - POLICY	\$
	OTHER				\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
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Gaylord Community Schools 615 S. Elm Street Gaylord, MI 48735	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30-DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS
	AUTHORIZED REPRESENTATIVE

ASSURANCES and CERTIFICATIONS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Gaylord Community Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Gaylord Community Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Date _____

Signature _____

Gaylord Community Schools

Pre-Bid Meeting

LED 2021

Thursday August 19, 2021

1:00 PM

Comprehensive LED Lighting Conversion RFP

RFP # LED 2021

Agenda

- | | | |
|------|-------------------------------|----------------------------------|
| I. | Opening Comments and Overview | David Parsell - 1:00pm to 1:30pm |
| | a. Opening Comments | |
| | b. Project Overview | |
| | c. Proposal Timeline | |
| II. | North Ohio EL Walkthrough | David Parsell - 1:30pm to 2:30pm |
| III. | Question & Answer Session | David Parsell - 2:30am to 3:00pm |