

Bid Specifications
Bartholomew Consolidated School
Corporation



LED Lighting Retrofit Project

BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION**NOTICE TO BIDDERS****Request For Proposals
LED Lighting Retrofit Project**

Sealed Request for Bids will be received by the Board of School Trustees of the Bartholomew Consolidated School Corporation for the purchase of LED lighting retrofits at various BCSC school locations. Sealed Bids shall be sent to the Bartholomew Consolidated School Corporation, Administration Building, 1200 Central Avenue, Columbus, Indiana 47201, ATTENTION: Mr. Chad Phillips, Assistant Superintendent for Financial Services. Bids must be received by 1:00 P.M. EST, on October 15, 2019. The sealed bid package should be clearly marked on the outside "Sealed Proposal: LED Lighting Retrofit Project". Sealed bids will be publicly opened and read aloud at 1:00 P.M. EST, on October 15, 2019, at the Bartholomew Consolidated School Corporation, Administration Building, 1200 Central Avenue, Columbus, Indiana 47201. The School Board reserves the right to reject any or all bids in part or whole and the School Board has the right to waive any informality or irregularity.

Qualified Bidders may obtain specifications and all forms during the hours of 8:00 A.M. EST until 3:00 P.M. EST at the Bartholomew Consolidated School Corporation, Administration Building, Business Services Office, 1200 Central Avenue, Columbus, Indiana 47201. The RFP can be downloaded also from the following URL <http://www.bcsc.k12.in.us/domain/23>.

Mention in the specifications of certain companies' catalog numbers is made for the express purpose of establishing design, quality and performance. Items identified by specific trade names, models, or makes are intended to designate general standards, descriptions and conditions and not to restrict Bidders to the one particular trade name listed. It must be noted, however, that the item bid must be equal to, or exceed, the quality and performance details as specified. Bidders shall furnish complete descriptions, including brand names, identification numbers, photographs, and/or illustrations of each of the items on which the bid was submitted.

All items shall be delivered to the Bartholomew Consolidated School Corporation, Columbus, Indiana, between 8:00 A.M. EST until 3:00 P.M. EST, Monday through Friday at the designated delivery sites. Delivery shall be made not later than 30 days after the date of the purchase order. All costs of freight (including inside delivery), storage, and transportation for all items specified shall be considered part of the bid.

All bids shall be properly and completely executed with Revised Form No. 96 – General Bid for Material or Materials, Equipment, Goods, or Supplies, as prescribed by the State Board of Accounts. Revised Form No. 96 and the required Non-Collusion Affidavit can be found at <https://forms.in.gov/Download.aspx?id=6422> . Bid forms shall list all addenda received by the Bidder.

Each Bidder shall file with his bid form, a certified check or a bid bond in the amount of not less the five percent (5%) of the bid price, payable to the Bartholomew Consolidated School Corporation. Bidders whose principal place of business is outside the State of Indiana must file a bid bond in the form of a certified check.

If the organization submitting a proposal must outsource or subcontract any work to meet the requirements of the project, it must be clearly stated in the proposal and be part of the base bid package. Organizations must be willing to work with the local redevelopment commission, if applicable.

All costs must be itemized by location to include an explanation of all costs and fees included.

LED Lighting Retrofit Project

1 INTRODUCTION

The Bartholomew Consolidated School Corporation is accepting proposals from qualified Bidders to upgrade its existing lighting system to LED at Columbus East and North High Schools, Central and Northside Middle Schools, and Southside Elementary. The purpose of this Request for Proposals (RFP) is to receive proposals from various vendors, conduct a fair and extensive evaluation based on specifics of the project, and select the vendor who will provide the most appropriate proposal to meet the needs of the school corporation.

This RFP is to only include lighting conversions both internally and externally at the sites listed above.

1.1 RFP Definitions

The following definitions are used in the RFP:

- Client or District refers to Bartholomew Consolidated School Corporation.
- **Bidder, Proposer, or Respondent** refers to a firm, company or organization submitting a proposal in response to this RFP.
- **LED conversion, LED retrofit, or system** means the solution that the successful Bidder(s) responding to this RFP will be responsible for providing.

1.2 LED lighting specifications by location

1.3 Scope of Work

This RFP will require proposals for listed school locations. Base bids are expected to be all inclusive, including cost of equipment and installation of all sites combined.

- A. A lighting pattern must be included in the proposal and indicate minimum/average/maximum candle power at ground level. Certification must be provided indicating the minimum and maximum temperature range is within regional tolerances.
- B. The selected vendor will be responsible for supplying materials within two months of the accepted bid. BCSC must agree to the timeline of installation. The project is to be a turnkey solution, and encompasses the following:
 - Projected Energy Savings (past utility bills can be provided by the District to prospective bidders upon request)
 - Safe lighting of all areas and locations included in RFP
 - Consistency in design of fixtures and product
 - Completion of project with minimal impact on school activities
 - Non-proprietary equipment for consumable parts
 - All fees and costs should be included and outlined in bid
 - Timely delivery of materials and installation of product

This project is intended to upgrade all interior and exterior lighting via retrofit/conversion to LED at all listed locations. All exterior sports facilities or any areas previously converted to LED are excluded from the project. Additional areas of exclusion are listed below.

- Columbus East High School (exclude: auditorium, aux gym, canopy lights in bus parking lot (29), pole lights near office entrance (7))
- Columbus North High School (exclude: main gym, auditorium and auditorium lobby, weight room, any outside fixtures on north side of building already converted)
- Central Middle School (exclude: main and aux gym, high bay of cafeteria, both stairways)
- Northside Middle School (exclude: main and aux gym, hallways in original building)
- Southside Elementary School (exclude: bathrooms)

2 REQUEST FOR PROPOSAL TIMELINE:

There will be an informational meeting/walkthrough on September 24, 2019 at 10:00. Interested parties should meet at 1200 Central Ave. Columbus, IN. An overview of the project will be explained and a brief walkthrough at each site will be conducted. Parties interested in doing a more thorough walkthrough of the sites may contact Mr. Randy Surface at (812) 376-4246 to arrange. All other questions or inquiry should be submitted no later than October 4, 2019. Due to the nature of the project, interested bidders are highly encouraged to perform a walkthrough at each site to understand the need.

The selection for the winning bidder will be made at the regularly scheduled BCSC Board of Trustees meeting on October 21, 2019. Upon notification, the supplier and superintendent will discuss delivery and release of funds.

3 BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience in lighting
- List of how many full time, part time, and contracted staff are in your organization
- Examples of three or more installations of similar projects
- Testimonials and/or references from past clients
- Lighting pattern for all recommended fixtures, if different than existing
- Timeframe for providing project installation after bid award

Discussions may be conducted with vendors which have submitted proposals to assure a full understanding of the RFP requirements and scope of work needed. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of respective proposals. Revision may be permitted at the discretion of BCSC after the submission and prior to the award for the purpose of obtaining best and most responsible offers.

The Board of Trustees will discuss the proposals at open meetings. The winning bid will be awarded to the lowest responsive and responsible bidder which satisfies the requirements listed within the RFP. Responsible bidders are those who demonstrate all requirements of the RFP and provides conversion kits that are aesthetically appropriate. The winning bidder may not be selected solely by lowest cost.

After the bid is awarded, all proposals will be subject to the Open Records Act, and the proposals will be available to the public upon written request.

The vendor shall indemnify BCSC against any liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor.

BCSC has no obligation for the payment of any judgment of the settlement of any claim made against the vendor or its subcontractors as a results of obligations under this contract.

BCSC may, at any time, nullify the agreement if, in the judgment of BCSC, the contactor(s) has failed to comply with the terms of the agreement. In the event of nullification, materials received will be returned for refund.

STATEMENT NON-COLLUSION

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

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GENERAL CONDITIONS, QUALIFICATIONS, STANDARDS, & PROCEDURES

3.1 General Conditions

3.1.1 Preparation and Submission of Bids

Bid shall be submitted with Revised Form No. 96, prescribed by the Indiana State Board of Accounts (Bid Form). Revised Form No. 96 and the required Non-Collusion Affidavit can be found at <https://forms.in.gov/Download.aspx?id=6422>

3.1.2 Indication of Amounts

Each bid shall have the amounts written in ink or type written.

Any bid may be rejected if it contains any alterations or erasures.

3.1.3 Requirement for Signing Bids

Any bid not signed by the individual making same shall have attached to it a Power of Attorney evidencing authority to sign the bid, executed by the partners.

A bid signed for a partnership shall be signed by one of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney, evidencing authority to sign the bid, executed by the partners.

Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officer of the corporation and secretary or an assistant secretary manually written below the corporate name following the word "by _____", and shall have affixed the corporate seal.

3.1.4 Bond

Each bid shall be accompanied by a bid bond or check as provided in Acts 1969, Chapter 483, payable to the order of the School Corporation in an amount not less than five percent (5%) of the highest total Bid Price for the Base Bid submitted by the Bidder.

In the event any Bidder withdraws his Bid or fails to execute contract or contracts within (10) days after a contract has been awarded to such a Bidder by the School Corporation, the School Corporation may declare his certified check or cashier's check, or bid bond forfeited to the School Corporation as liquidated damages.

3.1.5 Non-Collusion Affidavit

Each Bidder shall furnish with his bid, an affidavit that such Bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other Bidder or prospective Bidder, or with any officer or members of the School Corporation which tends to or does lessen or destroy free competition in the letting of contracts sought for by these Instruction to Bidders.

3.1.6 Means of Submission

All bids must be submitted by the 10/15/19 deadline. Bids received after the deadline will not be accepted and will be returned to the sender unopened. Bids shall be sent by commercial carrier or hand delivered to Mr. Chad Phillips, Bartholomew Consolidated School Corporation Administration Building, 1200 Central Avenue, Columbus, IN 47201. All proposals must be submitted in a sealed package and labeled, "Sealed Proposal: LED lighting proposal."

The full name and address of the proposer will be clearly marked on the outside of the package.

3.1.7 Proposal Response Requirements

Bidders are strongly encouraged to carefully respond to all aspects of this RFP, because this RFP is the foundation from which all quotes will be evaluated.

Each Bidder is required to submit the following articles in order to be considered a responsible Respondent:

- One (1) original and one (1) copy of the Bid Response must be provided containing a narrative describing the proposed scope of services for the performance of this project, a list of equipment proposed with manufacturer and model numbers and itemized pricing, and any educational discounts
- A proposed implementation schedule showing milestones given in days from contract execution date
- A signed and notarized Indiana State Bid Form 96. (Make sure Bid Form 96 is signed and notarized)
- A bid bond of certified check as described in Section 3.1.4 Bond, above.
- Completed Base Bid I Form (Attachment #1) for each location.
- Copies of all applicable proposed agreements and/or contracts for proposed bid (Attachment #2).
- List of references for at least three (3) similar sized projects completed for schools during the past two (2) years in Indiana with name, address, email and phone number (Attachment #3).
- Brochures and equipment descriptions (Attachment #4).
- Signed New Equipment Affidavit (Attachment #5).
- Warranty Agreements, (Attachment #6).

The RFP is designed to provide each Bidder the ability to discuss creative solutions to the LED lighting needs of the District. If the proposed system has additional capabilities, functions, or enhancements that are not mentioned as standard in the specification, provide a description and explain how they enhance or address K-12 education.

The system cost provided by Bidders must include hardware acquisition, manufacturer upgrades, and annual maintenance on the appropriate Price Sheets in Attachment #1. Bids should be all inclusive and include all costs of lighting retrofits both interior and exterior.

The District reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The District further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. The District may seek clarifications from a Bidder at any time and failure to respond promptly may be cause for rejection. The District also reserves the right to consider those Bidders it determines shall provide the most advantageous services and to negotiate with one or more Bidders to develop contract terms acceptable to the District.

Proposals submitted in response to this RFP become the sole property of the District.

Any utility rebates available must be returned to, or be in the control and possession of, the District.

3.1.8 Timeline

Listed below are specific and anticipated dates and times of actions related to this RFP.

Milestone	Anticipated Timeframe
RFP issuance	9/13/19
Pre-Proposal Meeting	9/24/19 10:00 a.m.
Deadline for clarification questions	10/4/19
Bidder proposals due	10/15/19 1:00 p.m.
Contract Award	10/21/19
Possible Implementation Timeline	11/1/19

3.2 Examination of Documents

Before submitting a quote, each vendor shall carefully read all documents. Each vendor shall fully inform himself prior to submitting a quote as to all existing conditions and limitations under which the work is to be performed and he shall include in his quote a sum to cover the cost of all items necessary to perform the work as set forth in the documents. No allowance will be made to any vendor because of lack of such knowledge. Acceptance of any quote will be based on the assumption that the vendor fully understands the specifications and conditions, and accepts them without reservation.

3.3 Interpretation of Document Prior to Submitting a Quote

Upon release of this Request for Proposal (RFP) and until notice of contract award, all communications from proposers regarding this RFP shall be directed to surfacer@bcsc.k12.in.us. It is the Bidder's responsibility to understand and meet all requirements and specifications, seeking clarification as appropriate. If any person contemplating submitting a quote for the work is in doubt as to the true meaning of any part of the documents, or finds discrepancies in or omissions from any part of the documents, he may submit a written request for an interpretation or correction thereof not later than 10/4/19.

Requests may be submitted via email to Randy Surface at surfacer@bcsc.k12.in.us or via delivery to:
 Bartholomew Consolidated School Corporation
 Transportation and Maintenance Building
 1260 N Marr Rd.
 Columbus, Indiana 47201
 Attention: Randy Surface

The person submitting the request will be responsible for its prompt delivery.

The District, or designee, shall distribute, to all parties known to the District to be interested in responding, all official changes, modifications, responses to questions, or notices relating to the requirements of this RFP. All official changes, modifications, responses to questions, or notices relating to the requirements of this RFP will be posted also on the Universal Services Administration Corporation website. Any information from sources other than these shall not be considered official and Bidders relying on information from other sources do so at their own risk.

The School Corporation will not be responsible for any other explanations or interpretations of the documents.

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3.4 Quote Specifications as Part of the Agreement

All elements of this document are considered to be part of the final agreement and supersede any conflicting language in the final agreement. The following items are included by reference in the final agreement.

3.4.1 Mutual Indemnity

The School Corporation shall indemnify, defend and hold the Contractor, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by the School Corporation of any term of this Agreement; or (b) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any misuse of the equipment provided as part of the project. The Contractor shall indemnify, defend and hold the School Corporation, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement.

Nothing herein shall require the Contractor to indemnify the School Corporation for any claim or any portion of any claim that arises from the School Corporation's reckless, wanton, wrongful, or otherwise negligent acts of the School Corporation. Nothing herein shall require the School Corporation to indemnify the Contractor for any claim or any portion of any claim that arises from the Contractor's reckless, wanton, wrongful, or otherwise negligent acts of the Contractor.

3.4.2 Limited Liability

Neither party will be liable to the other for any indirect, exemplary, special, punitive, consequential, or incidental damages or loss of goodwill, data or profits, or cost of cover. The total liability of either party for any reason, shall be limited to the amount actually paid to the Contractor by the School Corporation under this agreement applicable to the event giving rise to such action. The limits on liability in this section shall apply in all cases including if the applicable claim arises out of breach of express or implied warranty, contract, tort (including negligence), or strict product liability, and even if the party has been advised that such damages are possible or foreseeable.

3.5 Governing Law

This agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the state of Indiana without reference to the principles of conflicts of law thereof. The parties consent to the exclusive jurisdiction of the courts located in Bartholomew County, Indiana for any action to enforce this agreement and the rights and obligations of the parties.

3.6 Award of Contract

3.6.1 When the Award Is Effectual

The contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the Bidder or Bidders to whom the School Corporation contemplates awarding the contract or contracts) by some officer or agent of the School Corporation duly authorized to give such notice.

3.6.2 Withdrawal of Bids

Prior to Opening of Bid: Any Bidder may withdraw his Bid at any time prior to the scheduled time for receipt and opening of Bid.

After Opening of Bid: No Bid shall be withdrawn after the opening of Bid without the consent of the School Corporation for a period of sixty (60) days after said opening.

3.7 Rejection of Bids

3.7.1 Right to Waive

The School Corporation reserves the right to reject any or all Bids in part or whole, and the right to waive any informality or irregularity.

3.7.2 Standard of Quality

The School Corporation reserves the right to reject any Bid, which in its opinion does not meet the standard of quality, established by documents.

3.8 Applicable Regulations and Standards

- A. The Bidder's personnel and subcontractors will abide by all of the District's policies and administrative guidelines.
- B. All standards, regulations, work rules, product specifications and workmanship practices listed will apply to this project unless otherwise approved by the District.
 - National Electrical Code (NEC)

- Occupational Health & Safety Administration (OSHA) Standards
 - American National Standards Institute (ANSI)
 - Local Electrical and Safety Standards
 - Underwriters Laboratory (UL)
 - The Institute of Electrical and Electronics Engineers (IEEE)
 - TIA/EIA 568-B Commercial Building Telecommunications Wiring Standards
 - TIA/EIA 606 Building Infrastructure Administration Standard
 - TIA/EIA 607 Grounding and Bonding Requirements
- C. Include information that addresses the manufacturer's compliance with Federal Energy Star standards related to the proposed equipment.

3.9 Proposal Evaluation and Bidder Selection

- A. Bartholomew Consolidated School Corporation reserves the right to determine whether a Bidder is responsible and responsive, and has the ability and resources to perform the contract in full and to comply with the specifications. Bartholomew Consolidated School Corporation reserves the right to request additional information from the Bidder to satisfy any questions that might arise. Bartholomew Consolidated School Corporation further reserves the right to reject any or all proposals or to issue an invitation for new proposals.
- B. In submitting a quote/proposal, the Bidder understands that the District and its representatives will determine which quote/proposal, if any, is accepted. Bidder waives any right to claim damages, based on the selection process. All completed quotes/proposals and support documentation submitted become the property of the District and will be retained as required by State and Federal law.
- C. While cost will be the most heavily weighted factor, the evaluation will also focus on the substance of the details provided in response to the requirements herein including but not limited to technical details, contract terms, experience, references, and adherence to the format provided. Bartholomew Consolidated School Corporation will evaluate Bidder proposals based on the completeness of their response, their ability to complete the work within a required amount of time, their past record in performing similar work, their ability to work with local staff, and the cost of their services and/or equipment.
- D. In addition to the requirements above, responses may be rejected if the Bidder fails to perform any of the following:
- To adhere to one or more of the provisions established in this RFP
 - To submit a complete response
 - To demonstrate technical competence
 - To submit a response on or before the deadline
- E. Discussions may be conducted with responsible entities that have submitted proposals in order to clarify certain elements. Proposals shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision.
- F. The proposal must be firm for acceptance for a period of 180 days, and prices quoted must be firm for the entire contract period.

3.10 Mandatory Pre-Proposal Meeting

All interested Bidders must attend a mandatory pre-proposal meeting on 9/24/19 to familiarize themselves with the project and to pose questions or request additional information. Failure to have a representative attend this meeting may disqualify the Bidder.

4 MANUFACTURER

4.1 Manufacturer Information

Provide information on the manufacturer of the proposed system including:

- Number of years manufacturing lighting equipment
- Headquarters location
- North American headquarters location; if different
- Market share of the system proposed
- Number of systems (as proposed) installed nationally
- Annual sales
- Number of employees

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4.2 Proposed Equipment

State the manufacturer and model numbers, if applicable, to products used in RFP. Manufacturer's considered acceptable by the District are as follows: Manufacturer's outside of the below recommended must meet or exceed the quality of those listed. The District will use discretion on final determination of product selection. If a manufacturer outside of those listed is proposed by the Bidder, Bidder must explain in writing equivalency of quality.

- Lithonia
- Sylvania
- RAB
- Keystone

If the equipment proposed in response to this "Request for Proposal" is not capable of performing all functions described in the specifications, an Exception Statement shall be supplied stating all features and functions to which the exception is being taken, and the effect of this exception.

Each Bidder shall submit with its proposal sales and technical information that completely describes the equipment covered by the proposal. Copies of all contracts shall be included in the proposal, including, but not limited to, sales, warranty, maintenance, etc.

Type I conversion lamps are acceptable as part of this project. All emergency lighting must function properly (as is current state) prior to completion of project.

Products must have the capability of adding occupancy sensors at the switch at a later date.

4.3 Parts Availability

A written statement from the manufacturer must be included indicating the availability of parts for the expected seven (7) year useful life of the proposed equipment.

4.4 Warranty Period

Clearly state the manufacturer's warranty period during which service charges will not apply and what is covered. The period of the warranty will begin on the date of substantial completion of the project, not the date of sale or installation

5 BIDDER

In order to ensure the District will have the necessary information to select an appropriate Bidder/system, the Bidder must address each of the following issues:

- Confirm that your company is a factory authorized representative for the equipment you are proposing. Also provide information on any certifications/designations (i.e. Gold, Platinum Dealer) issued by the manufacturer to your firm or members of your firm.
- State the names of the principals in your company.
- Provide information concerning the number of years in business and the number of years your company has been installing the proposed equipment.
- Include references, including contact name and telephone number, of at least three (3) systems installed by your office similar in size and application as Attachment #3.
- State the address of the service and repair center that will install the equipment.
- The provider, as a condition of award of the contract, must provide detailed financial information on the company and be available to meet with District personnel to provide additional information, if required. This information will be kept confidential within the limits of state purchasing requirements.
- The Bidder must disclose any formal complaints filed and/or judgments made by their clients.

5.1 Insurance

- A. The selected Bidder must have General Liability and/or Owners and Contractors Protective Liability Coverage - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000 per operation and/or

location.

- B. Worker's Compensation insurance as required by the Worker's Compensation statutes of the State of Indiana.
- C. Unemployment insurance as required by laws of the State of Indiana.
- B. Upon being awarded the contract, the successful Bidder shall furnish the District with certificates of insurance naming the District, its officials, agents, employees and volunteers as additional insured. The certificates must be approved by the District prior to the start of the contract period.

5.2 Proof of Ownership

- A. At the completion of this project, the successful Bidder must provide proof of ownership showing Bartholomew Consolidated School Corporation is the sole owner of record, and demonstrate that all warranty information is in the name of the District, and is appropriately documented with the equipment manufacturer(s) if the proposed solution involves purchasing

5.3 Subcontractors

- A. Those submitting quotes are advised that any person, company, business, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the District
- B. The use of subcontractors must be listed in the proposal. The selected Bidder assumes responsibility for all services offered in the quote, whether or not supplied by a subcontractor. The District reserves the right to approve any subcontractors for this project. Each proposing Bidder must identify the name of and information (background and experience) about any subcontractors to be involved in this project. This includes a description of the work the subcontractor will perform.

5.4 Termination of Agreement

If, through any cause, the contracted firm fails to fulfill the obligations agreed to in a timely and proper manner, the District shall have the right to terminate the contract by notifying the firm in writing and specifying a termination date not less than thirty (30) calendar days in advance. In such event, the contracted firm shall be entitled to just and equitable compensation for any satisfactory work completed.

5.5 Background Checks

- A. The selected Bidder, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to Bartholomew Consolidated School Corporation computer systems, either through on-site or remote access (collectively "Contractor Employees.") Contractor Employees for the purpose of this requirement, include such temporary staff as office support, custodial service and third party Bidder interpreters and transcribers. The minimum background check process for any school district unit shall include, but not be limited to, the following checks
 - State and County Criminal History, including Felony and Misdemeanors (for past seven year residence history.)
 - National Sexual Offender Public Website (NSOPW). The background check must be conducted prior to initial access by Contractor Employees.
 - Contractor Employees, who separate employment from the Contractor, must undergo another background check prior to renewed access to the school district. At any time, the school district also has the ability to audit a contractor's background check process, to ensure compliance. Additionally, all Contractor Employees have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to the school district within three business days of the conviction or upon return to a school district assignment. The conviction must be reported to the Contractor, the Director of Operations, and the Assistant Superintendent for Human Resources within three days of learning of the conviction. If at any time it is discovered that any Contractor Employee has a criminal record that includes a felony or misdemeanor, the Contractor is required to inform the school district and the school district will assess the circumstances surrounding the conviction, time, frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Employee will be placed on a school district assignment. Bartholomew Consolidated School Corporation may withhold consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in the termination of its contract with Bartholomew Consolidated School Corporation.
- C. If the equipment proposed in response to this "Request for Proposal" is not capable of performing all functions described in the specifications, an Exception Statement shall be supplied stating all features and functions to which the exception is being taken, and the effect of this exception.
- D. Each Bidder shall submit with its proposal sales and technical information that completely describes the equipment covered

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by the proposal. Copies of all contracts shall be included in the proposal, including, but not limited to, sales, warranty, maintenance, etc.

- E. The proposal must be firm for acceptance for a period of 180 days, and prices quoted must be firm for the entire contract period.

5.6 Additional Bidder Requirements

- A. THIS PROJECT FALLS AFTER JULY 1, 2015 WHEN THE STATE OF INDIANA REPEALED ITS "COMMON CONSTRUCTION WAGES ACT", SO THIS PROJECT DOES NOT HAVE REQUIREMENTS FOR A WAGE SCALE. PUBLIC WORKS CONSTRUCTION CONTRACTORS AND ITS SUBCONTRACTORS NOW MUST COMPLY WITH THE FOLLOWING REQUIREMENTS FOR THIS PROJECT:

- The Contractor must contribute in: (1) work performed by the Contractor's employees; (2) materials supplied directly by the Contractor; (3) services supplied directly by the Contractor's employees; or (4) any combinations of subdivisions (1) thru (3); at least fifteen percent (15%) of the Contract Sum as determined at the time the Contract is awarded.
- The Contractor and all subcontractors, whatever tier, shall submit to the Owner, before an individual who is required to be verified under IC 22-5-1.7 begins work on the Project, the E-Verify case verification number for the individual. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final nonconfirmation may not be employed on the Project
- The Contractor and all subcontractors, whatever tier, may not pay cash to any individual employed by such Contractor or subcontractor for work done by the individual on the Project.
- The Contractor and all subcontractors, whatever tier, must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and the requirements of the Indiana Minimum Wage Statute located at Ind. Code 22-2-2-1 through Ind. Code 22-2-2-8.
- The Contractor and all subcontractors, whatever tier, must be in compliance with the workers compensation related requirements of Ind. Code 22-3-5-1 and Ind. Code 22-3-7-34.
- The Contractor and all subcontractors, whatever tier, must be in compliance with the unemployment insurance related requirements of Ind. Code 22-4-1 through Ind. Code 22-4-39.5.
- The Contractor and all subcontractors, whatever tier, must be in compliance with the drug testing related requirements of Ind. Code 4-13-18-1 through Ind. Code 4-13-18-7.
- In accordance with Ind. Code 5-16-13-10, the Contractor and all subcontractors, whatever tier, shall maintain general liability insurance in at least \$1,000,000 for each occurrence limit and \$2,000,000 for the general aggregate limit.

Additional State of Indiana requirements for this project include the following:

- The prime contractor and all subcontractors, whatever tier, prior to performing any construction work must be qualified by either the Indiana Department of Administration or INDOT.

• For public works by local governmental entities under Ind. Code 36-1-12, the prime contractor and its subcontractors shall comply with the requirements for drug testing of its employees set forth in Ind. Code 4-13-18 if the estimated cost of the public works contract is at least

\$150,000.

• The prime contractor and all subcontractors, whatever tier, must preserve its payroll and related records for three years after completion of the project work and such records must be open to inspection by the Indiana Department of Workforce Development.

• If the prime contractor or any subcontractor, whatever tier, employs 10 or more employees then such prime contractor/subcontractor must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment.

• If the prime contractor or a first tier subcontractor employs more than 50 journeymen, such prime contractor / first tier subcontractor shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following:

U.S. Dept. of Labor, Bureau of Apprenticeship and Training, the Indiana Department of Labor, the Federal Highway Administration or INDOT.

The Owner is exempt from Indiana sales and use tax on all property or services which Owner acquires or uses for the Project. Further, neither sales nor use tax apply to construction material for the Project, whether acquired directly by Owner or another on the Owner's behalf. The Owner shall upon the successful Bidder's request issue a general sales tax exemption certificate to the successful Bidder for the Project. The successful Bidder is responsible for all applicable sales and use tax on machinery, tools, equipment and supplies or other items (other than construction material) which the successful Bidder uses to perform the Work.

The Non-Discrimination Affidavit is attached as Appendix #7 at the end of the document.

5.6.1 PAYMENTS

- A. Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- B. Substantial completion of work will be determined by Owner upon inspection of product installation. Substantial completion will not be granted until all requirements of this document are satisfied, including delivery of operational/maintenance manual. Before requesting inspection for determining date of substantial completion, the following should be complete:
 - a. Prepare a list of items to be completed and corrected (punch list).
 - b. Advise Owner of pending insurance changeover requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - d. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - e. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, and similar final record information.
 - f. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - g. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - h. Complete startup testing of systems.
 - i. Submit test/adjust/balance records.
 - j. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - k. Advise Owner of changeover in heat and other utilities.
 - l. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - m. Complete final cleaning requirements, including touchup painting.
 - n. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- C. Final payment shall be due within 90 days following date of substantial completion.
- D. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- E. Payment Application Times: The period of construction Work covered by each Application for Payment is one month. The dates for preliminary review and submission of Applications for Payment will be established at the Pre-Construction Conference.
- F. Payment Application Forms: Use AIA Document G702 (only) and AIA Document G703 Continuation Sheets or similar acceptable continuation sheet software as form for Applications for Payment.

LED Lighting Retrofit Project

- G. Include amounts of Change Orders issued before last day of construction period covered by application.
- H. Payment Application Cover Forms: Use forms provided by Owner as cover sheet for Applications for Payment.
- I. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment. One copy shall include waivers of lien and similar attachments.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- K. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - a. Schedule of Subcontractors, Manufacturers and Products.
 - b. Schedule of Values.
 - c. Contractor's Construction Schedule.
 - d. Submittals Schedule.
 - e. List of Contractor's staff and principal assignments.
 - f. Copies of building permits and other authorizations for performance of the Work.
 - g. Certificates of insurance and insurance policies.
 - h. Performance and payment bonds.
 - i. Data needed to acquire Owner's insurance.
- H. Application for Payment (monthly): Administrative actions and submittals that must be provided with each application for payment include the following:
 - 1. Partial waiver of Lien for the construction period covered by the previous application for payment.
 - a. Submit partial waivers on each item for the amount requested, prior to reduction for retainage, on each item.
 - b. Submit Waivers of Lien executed by a person authorized to sign legal documents on behalf of the entity submitting the waiver.
 - 2. Contractor's Construction Schedule (updated version).
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.

5.6.1.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a 100% Performance Bond/Labor and Material Payment Bond in the amount equal to the contract price, and such bond shall comply with all laws of the State of Indiana governing public contracts let by governmental units.

5.6.2 Financial Statements

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded. A Form 102 is included as Appendix #8 to this document.

6 LOCATIONS

This section contains information about the types of spaces that will be served, the number of each type of space in each building, and estimates of the number of LED lighting upgrades needed to serve each site.

A. Building Details

The number of access points and assignment to areas shown in this section are for estimating purposes only. The final location and number lighting upgrades will be determined by the successful Bidder.

6.1.1 Columbus East High School

Columbus East High School is located at 230 S Marr Road, Columbus, IN 47201. Columbus East serves approximately 1500 students in grade 9-12. It is over 400,000 square feet and consists of a lower level, and main level, a second floor level with large resource areas and traditional classroom, and a third floor with traditional classroom. A gymnasium complex consisting of two gyms and related athletic training areas is attached to the main building.

A football field, press box, and field house are located on the opposite side of Marr Road.

6.1.2 Columbus North High School

Columbus North High School is located at 1400 25th Street, Columbus, IN 47201. Columbus North serves approximately 2000 students in grades 9-12. It is over 400,000 square feet and consists of a main level and a second floor level. There are large resource areas and traditional classrooms on both levels. A gymnasium complex consisting of two gyms, swimming pool and related athletic training areas is attached to the main building.

A football field and press box are located adjacent to the building.

6.1.3 Central Middle School

Central Middle School is located at 725 7th Street, Columbus, IN 47201. Central Middle School serves approximately 900 students in grades 7-8. It is approximately 190,000 square feet and consists of a lower level, and main level, a second floor level. There are traditional classrooms on the first and second level. There is a multi-purpose area that is used for theatrical productions, group assemblies, and community functions. There are two gyms located on the first floor.

6.1.4 Northside Middle School

Northside Middle School is located at 1400 27th St, Columbus, IN 47201. Northside Middle School serves approximately 900 students in grades 7-8. It is approximately 190,000 square feet and consists of a lower level, and main level, a second floor level. There are two gyms located on the first floor.

6.1.5 Southside Elementary School

Southside Elementary is located at 1320 W 200 S. Columbus, IN 47201. Southside houses approximately 940 students in grades PK-6. It is approximately 151,000 square feet and consists of a lower level, main level and a second floor. There is one gym located on the lower level.

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7 SYSTEM SPECIFICATIONS

B. Lighting Specifications

The proposed LED lighting retrofits must meet the following specifications at minimum:

- 60 foot candles in classrooms
- 80 foot candles with spectators and 50 foot candles for recreational an class purposes
- 35 foot candles in hallways and corridors
- 50 foot candles in cafeterias
- Occupancy sensors should be included in classrooms, hallways, cafeterias, common spaces, and gymnasiums where applicable
-

F. INSTALLATION

A. Project Management

The Bidder will be required to provide project management utilizing PMP (Project Management Professional) standards. Provide the names and backgrounds/resumes of the project managers, lead engineers, and any other primary staff that would be assigned to this project. The suitability of personnel will be determined solely by the District.

Bidder agrees to a preconstruction meeting with District representatives prior to work beginning. Bidder will manage the project, providing the following status updates to the District after installation begins:

- Weekly conference calls
- Project implementation plan progress including milestones, responsible parties, and expected completion
- Up to date decision log
- Tentative construction schedule.
- Contractors' safety programs.
- Phasing/Critical work sequencing.
- Designation of responsible personnel.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Submittal procedures.
- Preparation of Record Documents.
- Use of the premises.
- Responsibility for temporary facilities and controls.
- Parking availability.
- Office, work, and storage areas.
- Equipment deliveries and priorities.
- Security.
- Progress cleaning.
- Working hours.

B. Project Timeline

The Bidder will coordinate with the District to determine the project time line and installation schedule. Installation would begin no earlier than 11/1/19 or upon receipt of an affirmative Funding Commitment Decision whichever is later.

C. Installation Materials Provided by the Vendor

The vendor is responsible for supplying mounting hardware and other materials such as mounting brackets, enclosures, or protective screens required for the installation. These items are considered part of the quoted price and no additional charges for supplies will be accepted by BCSC.

D. Disposition of Displaced Equipment

All equipment removed during the installation shall be removed and disposed of by the Bidder in accordance with all environmental laws and regulations.

E. Installation Timeline

Installation timelines must be developed in coordination with the School Corporation as school will may be in session during this project. Installation work **may not begin prior to 3:30 p.m. on any day that school is in session** or the building is in use and must end no later than 4:00 a.m.

F. Installation Details

This section is designed to provide the vendor with a standard of quality and functionality for the delivery/acceptance of the equipment.

7.1.1 Installation Practices

The following items are considered minimum standards for this project:

- The Bidder is responsible for receiving, handling, storage, and protection of all proposed equipment and materials utilized in the installation until the installation is signed as complete.
- Prior to 7:00 AM the following school day, the Bidder must clean up all scrap, materials, and tools to prevent the possibility of loss or injury.
- All of the equipment is to be setup on site and tested.
- Installation shall be neat and done in a workmanship like manner.
- All waste, material, boxes, and packing materials must be removed from the site by the Bidder and disposed of in an appropriate manner.
- The Bidder will provide the School Corporation with asset information installed components noting location of installation, manufacturer, and model, of all equipment delivered to the School Corporation. **This information must be provided in electronic format.**

G. Installation Requirements

The Bidder is required to perform all the tasks necessary to install the LED lighting including the following:

- B. All work shall be done in a neat, craftsman-like manner
- C. All equipment will be staged at the Bidder's location until it is to be installed. Each building will receive its respective equipment no sooner than a week prior to the scheduled installation date. A secured room will be made available for material to be housed until installation is completed, is the building is able to provide space for such storage. If not, the Bidder is expected to bring as little equipment as possible ahead of installation.
- D. Coordinate and test all system components' functionality.
- E. All installations must be performed in accordance with applicable building, safety, and FCC certification codes and regulations as well as all items mentioned in the general conditions section of this report.
- F. Bidder is responsible for supplying all equipment including, but not limited to, ladders, lifts, and scaffolding required to perform the installation.
- The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures. The Contractor acknowledges that the safety of the Owner's students, staff and visitors is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of the Owner's students, staff, or visitors. The Contractor shall take reasonable steps to preclude access to the construction site by the Owner's students, staff and visitors. Contractor shall be responsible for all safety precautions and requirements related to or arising out of its Work. Any

LED Lighting Retrofit Project

finances generated as a result of Contractor's non-compliance with a local, state, or federal safety regulation shall be the responsibility of Contractor. Any fine issued to the Owner as a result of Contractor's (including its Subcontractors, equipment lessors, suppliers, Sub-subcontractors, and any other person or entity directly or indirectly acting for the Contractor) non-compliance shall be the responsibility of the Contractor and not the Owner. Contractor shall indemnify and hold harmless the Owner including attorney fees for any claim or demand made which arises out of an actual or claimed safety related violation or hazard related to or arising out of its Work.

G. WARRANTY

A complete detailed warranty agreement must be provided as Attachment #7, "Warranty Agreements". The terms of warranty must be presented at a level of satisfaction from the District.

A. Period of Warranty

The proposed solution must include a minimum warranty period of three (3) years on all parts and labor. If a longer warranty is proposed, it must identify the period and items covered.

Warranty period commences at the time substantial completion of installation, as determined by the District.

Within (3) three days after acceptance by the School Corporation, the vendor shall initiate the warranty period by formally transmitting to the School Corporation commencement notification of the period for all items accepted.

B. Advance Exchange Service

The proposed warranty must include advanced exchange whereby a replacement is sent prior to receipt of the defective item by the manufacturer.

C. "Dead on Arrival" Equipment

The vendor will be responsible for all costs associated with transporting so called "Dead-On-Arrival" equipment, defined as any item requiring warranty service prior to acceptance by the School Corporation, to and from the manufacturer for repair.

D. Warranty Surcharges

During the on-site warranty period, no surcharge will be paid for the technician going out of their service center area.

E. Warranty Replacement

Replacement equipment of equal capacity shall be provided at the School Corporation's discretion when 1) performance of proposed equipment is unsatisfactory or 2) recurring problems with equipment are not resolved and continue to create downtime with the equipment.

PRICING

Please indicate the assumptions you used to develop the pricing strategy, or any other part of your proposal.

F. Pricing

Bidders are requested to provide pricing for proposed LED lighting retrofit kits.

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**ATTACHMENT #1
 BID BASE BID I FORM**

LED Lighting

**Attach this form to
 Indiana State Bid
 Form #96**

School: Columbus North High School

THE BIDDER SHALL SET FORTH HIS BID AS FOLLOWS:

ITEM BASE BID I: LED Lighting Retrofit Project:

AMOUNT IN WORDS _____ \$ _____
 AMOUNT IN DOLLARS (TOTAL FOR SITE)

MANUFACTURER:
 DESCRIPTION:

UNIT PRICES FOR BASE BID I (Include shipping and all other charges):

Lighting Type	Quantity	Model	Product Description	Unit Price	Total Price
Total					

INCLUDE ADDITIONAL INFORMATION REGARDING LIGHTING PATTERN, INCLUDING MIN/MAX/AVERAGE CANDLE POWER AT GROUND LEVEL AND EXPECTED SAVINGS.

**ATTACHMENT #1
 BID BASE BID I FORM**

LED Lighting

**Attach this form to
 Indiana State Bid
 Form #96**

School: Central Middle School

THE BIDDER SHALL SET FORTH HIS BID AS FOLLOWS:

ITEM BASE BID I: LED Lighting Retrofit Project:

_____ \$ _____
 AMOUNT IN WORDS AMOUNT IN DOLLARS (TOTAL FOR SITE)

MANUFACTURER:
 DESCRIPTION:

UNIT PRICES FOR BASE BID I (Include shipping and all other charges):

Lighting Type	Quantity	Model	Product Description	Unit Price	Total Price
Total					

INCLUDE ADDITIONAL INFORMATION REGARDING LIGHTING PATTERN, INCLUDING MIN/MAX/AVERAGE CANDLE POWER AT GROUND LEVEL AND EXPECTED SAVINGS

LED Lighting Retrofit Project

**ATTACHMENT #1
 BID BASE BID I FORM**

LED Lighting

**Attach this form to
 Indiana State Bid
 Form #96**

School: Northside Middle School

THE BIDDER SHALL SET FORTH HIS BID AS FOLLOWS:

ITEM BASE BID I: LED Lighting Retrofit Project:

_____ \$ _____
 AMOUNT IN WORDS AMOUNT IN DOLLARS (TOTAL FOR SITE)

MANUFACTURER:
 DESCRIPTION:

UNIT PRICES FOR BASE BID I (Include shipping and all other charges):

Lighting Type	Quantity	Model	Product Description	Unit Price	Total Price
Total					

INCLUDE ADDITIONAL INFORMATION REGARDING LIGHTING PATTERN, INCLUDING MIN/MAX/AVERAGE CANDLE POWER AT GROUND LEVEL AND EXPECTED SAVINGS.

LED Lighting Retrofit Project

**ATTACHMENT #2
EXECUTION OF AGREEMENT**

Attach copies of all applicable agreements and/or contracts for proposed bid.

NOTE: THE BIDDER TO WHOM THE CONTRACT IS AWARDED BY THE SCHOOL CORPORATION SHALL WITHIN (10) DAYS AFTER NOTICE OF AWARD FROM THE SCHOOL CORPORATION, SIGN AND DELIVER TO THE SCHOOL CORPORATION ALL REQUIRED COPIES OF SAID AGREEMENTS OR CONTRACTS. THE SCHOOL CORPORATION SHALL APPROVE ALL BONDS AND AGREEMENTS OR CONTRACTS BEFORE THE SUCCESSFUL BIDDER MAY PROCEED WITH THE WORK.

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**ATTACHMENT #3
BUSINESS REFERENCES**

List a minimum of three businesses (at least one must be another school corporation comparable to the Bartholomew Consolidated School Corporation) to which you have supplied the proposed equipment. Please note: The above businesses will be contacted for reference.

Reference #1

Business / School :

Address :

:

City/State/Zip code :

Contact Name :

Nature and type of equipment provided:

Reference #2

Business / School :

Address :

:

City/State/Zip code :

Contact Name :

Nature and type of equipment provided:

Reference #3

Business / School :

Address :

:

City/State/Zip code :

Contact Name :

Nature and type of equipment provided:

**ATTACHMENT #4
BROCHURES AND SPECIFICATIONS**

Provide brochures and detailed specifications of the equipment you are bidding for Base Bid I.

LED Lighting Retrofit Project

ATTACHMENT #5 BIDDER/COMPANY DETAIL

Include information on the Bidder including:

- Description of experience in lighting
- List of how many full time, part time, and contracted staff are in your organization and how many of those staff members would be included in this project
- Examples of three or more installations of similar projects
- Timeframe for providing project intallation after bid award
-

**ATTACHMENT #6
NEW EQUIPMENT AFFIDAVIT**

The proposed Equipment that your Company, _____,
(Company Name)
is proposing is NEW EQUIPMENT and is not reconditioned, refurbished, or remanufactured equipment.

Signed by: _____

LED Lighting Retrofit Project

**ATTACHMENT #6
WARRANTY AGREEMENTS**

Please provide all warranty agreements for the proposed equipment.

REQUIRED M/WBE ASSURANCE TO BE INCLUDED IN ALL BID PROPOSALS

This firm assures that it will utilize not less than _____% of Minority Business (MBE) participation, and did not limit any Minority Business from submitting proposal to other bidders.

This firm assures that it will utilize not less than _____% of Women Business (WBE) participation, and did not limit any Women Business from submitting proposal to other bidders.

CERTIFICATION OF BIDDER FOR THE ABOVE:

PROJECT'S NAME(S): _____

BIDDER'S NAME: _____

ADDRESS: _____

SIGNATURE: _____

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

7.1.1.1 LIABILITIES

		Dollars (,000)									
1.	Notes payable	(a) To banks regular									
		(b) To banks for certified checks									
		(c) To others for equipment obligations									
		(d) To others exclusive of equipment obligations									
2.	Accounts payable	(a) Not past due									
		(b) Past due									
3.	Real estate encumbrances										
4.	Other liabilities										
5.	Reserves										
6.	Capital stock paid up:	(a) Common									
		(b) Common									
		(c) Preferred									
		(d) Preferred									
7.	Surplus (net worth)										
		Total liabilities									

CONTINGENT LIABILITIES

1.	Liability on notes receivable, discounted or sold									
2.	Liability on accounts receivable, pledged, assigned or sold									
3.	Liability as bondsman									
4.	Liability as guarantor on contracts or on accounts of others									
5.	Other contingent liabilities									
		Total contingent liabilities								

7.1.1.2 DETAILS RELATIVE TO ASSETS

1	Cash	(a) onhand _____ \$ _____ (b) deposited in banks named below _____ (c) elsewhere -- (State where) _____
----------	-------------	---

NAME OF BANK .	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2*	Notes Receivable	(a) due within 90 days _____ \$ _____ (b) due after 90 days _____ (c) past due _____
-----------	-------------------------	--

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3*	Accounts receivable	from completed contracts exclusive of claims not approved for payment \$ _____
-----------	----------------------------	--

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged? _____ If so, state amount, to whom and reason _____

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	(a) Amount receivable after deducting retainage _____ \$ _____ (b) Retainage to date due upon completion of contract _____
-----------	--	---

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

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Have any of the above been sold, assigned, or pledged? ____ If so, state amount, to whom, and reason _____

*List separately each item amounting to 10 percent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (continued)

5*	Accounts receivable not from construction contracts	\$	
RECEIVABLE: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due _____ \$ _____

6	Deposits with bids r otherwise as guarantees	\$	
DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7	Interest accrued on loans, securities, etc.	\$
ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8*	Real estate (a) Used for business purposes _____ \$ _____ Book value (b) Not used for business purposes _____ \$ _____
-----------	---

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1.			
2.			
3.			
4.			
5.			
6.			
7.			

* List separately each item amounting to 10 percent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (continued)

9	Stocks and bonds	(a) Listed - - present market value	\$ _____
		(c) Unlisted - - present value	

DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
		DATE	%				
1.							
2.							
3.							
4.							
5.							
6.							
7.							
WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON						AMOUNT PLEDGED OR IN ESCROW
1.							
2.							
3.							
4.							
5.							
6.							
7.							

10	Materials in stock and not included in Item 4, Assets:		\$ _____
		(a) For use on uncompleted contracts (present value)	
		(b) Other materials (present value)	

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS

11	Equipment. at book value	_____	\$ _____
-----------	---------------------------------	-------	----------

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QUAN- TITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? ----- **I f**so, state total amount, _____ \$ _____

*If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (continued)

12	Furniture and fixtures at book value	\$
13	Other Assets	\$
	DESCRIPTION	AMOUNT
	TOTAL ASSETS \$	

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7.1.1.3 DETAILS RELATIVE TO LIABILITIES

1	Notes payable (a) To banks, regular _____ \$ _____ (b) To banks for certified checks _____ (c) To others for equipment obligations _____ (d) To others exclusive of e, uipment obligations _____	
----------	--	--

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	Accounts payable (a) Not past due _____ \$ _____ (b) Past Due _____	
----------	---	--

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3	Real estate encumbrances (see Item 8, Assets)	\$
4	Other liabilities	\$

DESCRIPTION	AMOUNT

5	Reserves	\$
\$	I \$	I \$
I \$	I \$	I \$
I \$	I \$	I \$
I \$	I \$	I \$
I \$	I \$	I \$

6	Capital stock paid up (a) Common _____ \$ _____ (b) Preferred _____	
----------	---	--

7	Surp_lus	\$
TOTAL LIABILITIES		\$

If a corporation answer this:

Amount for which incorporated _____ \$ _____

Capital paid in cash. _____ :\$ _____

When incorporated _____

In what state _____

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Do you have necessary "certificate of existence" (or certificate of authorization for a foreign corporation) to transact corporate business in this state, under the terms of Public Law 149, Acts of 1986, and acts amendatory thereto? _____ --

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name Address Share

		\$
		\$..
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

LED Lighting Retrofit Project

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership, or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

STATE OF _____ Affidavit for Individual

COUNTY OF _____ } SS:

_____, being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Applicant must sign here)

_____ day of 20 _____

Notary Public

STATE OF _____ Affidavit for Co-Partnership

COUNTY OF _____ : _____ ; _____ } SS:

-----being duly
sworn, deposes and says that he is a member of the firm of
that he is familiar with the
books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of said
firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answer to
the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Member of firm must sign here)

_____ day of 20 _____

Notary Public

STATE OF

Affidavit for Corporation

COUNTY OF _____

} SS:

_____ being duly sworn, deposes and says
that he is

_____ of the _____ corporation

described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing
its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and
accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the
foregoing interrogatories are true.

Subscribed and sworn to before me this

(Officer must sign here)

_____ day of _____ 20 _____

Notary Public