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**CITY OF MARSHALL**  
**Parking Structure Lighting**

**Bid for retrofitting of the existing drive aisle lights**

**APRIL 9, 2010**

## Prepared by the City of Marshall

The City of Marshall is seeking bids for the retrofitting of the existing lighting fixtures. All bidders are encouraged to submit bids that conform to the stated specifications. The City of Marshall reserves the rights to reject any or all bids and award the bid that is in the best interest of the City. All work shall conform to the manufactures specifications and/or 2006 Michigan Electrical Code whichever is more stringent. The funding for this project is being provided though the **American Recovery and Reinvestment Act of 2009**.

Unless otherwise stated by the bidder, the bid submitted shall be considered as being in accordance with the City of Marshall's applicable standard specifications and any special specifications outlined in the Bid Document. References to a particular trade name, manufacturer's catalogue, or model number is referenced to guide the bidder in interpreting the requirements of the City of Marshall, and should not be construed as excluding bids on other types of materials, equipment, and/or supplies of equal or greater value. The contractor shall include all materials and supplies necessary for the installation of their product, such as but not limited to, adhesives, liability insurance, sealants, fasteners, flashings, equipment, waste removal, and fuel.

The bidder, if awarded a contract will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City of Marshall reserves the right to determine if the equipment/product substituted is an acceptable alternate based upon the information submitted with this bid. All materials shall be new.

Any unsolicited alternate bid, any changes, insertions, or omissions to the terms and conditions, specification, or any other requirements of this bid, may be considered non-responsive. The City of Marshall reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged not to submit anything with their bid that is not specifically requested in this solicitation.

## INSTRUCTIONS TO BIDDERS

### PREPARATION OF BIDS

- A. Bids shall be submitted typewritten or clearly printed in ink on the original document by mail or messenger and signed by a duly authorized representative of the firm submitting the bid. **Bids will be received until 9:00 am. on Tuesday, April 26, 2010 at the Office of the Clerk Treasurer, City of Marshall, 323 W Michigan Ave, Marshall, MI 49068 at which time they will be publicly opened. The Opening will take place in council chambers located on the 2<sup>nd</sup> floor of City Hall.**

- B. All bids shall be tightly sealed in an opaque envelope and plainly marked with the topic of the bid on the front of the outer envelope. All specifications for the products being installed shall be included with all warranty information. Failure to provide the information can result in a no bid.
- C. Late, faxed, or e-mailed bids will **not be accepted**.
- D. All bids submitted in response to this invitation shall become the property of the City of Marshall and be a matter of public record available for review.
- E. Communications regarding this proposal may be directed to Tim Eggleston, Deputy Director of Community Services at 269-781-3985.
- F. The successful bidder will be notified by phone or email.
- G. All changes to this document shall be in writing.

### **AWARD**

The bid will be awarded to that responsible, responsive bidder, whose bid conforms to this solicitation and **will be most advantageous** to the City after review of all the specifications and costs. Any bidder, who is in default to the City at the time of submittal of the bid, shall have his bid rejected. The City of Marshall reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City of Marshall, shall be deemed non-responsible and the offer rejected.

In evaluating the bid, the City of Marshall shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, references, and guarantees of materials and equipment. In addition, the City of Marshall may conduct such investigations, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidder to fulfill the contract. Experience with the City of Marshall shall be taken into consideration when evaluating responsibility of the Contractor.

### **BID RESULTS**

A bid tabulation will be available for review after quotes are completely evaluated.

### **CURRENCY**

Prices calculated by the bidder shall be stated in U.S. dollars.

### **GENERAL TERMS AND CONDITIONS**

- A. **Applicable Laws:** the Ordinances and Charter for the City and the laws of the State of Michigan concerning competitive bids, quotes, contracts, proposals, and purchases will be employed.
- B. **Taxes:** The City of Marshall is generally exempt from Federal Excise and Michigan Sales Tax. Prices shall not include taxes unless otherwise stipulated by law and shall be noted in the bid amount. The City of Marshall is a governmental agency and qualifies for governmental discounts.
- C. If the bidder elects to deviate from the specifications stated, all exceptions or other changes shall be clearly noted.
- D. The City does not discriminate based on race, color, national origin, sex, religion, age, or disability in employment or the provision of services.
- E. Bids may not be withdrawn or changed for a period of **ninety (90) days** after the official date of opening thereof. This time period may be extended by mutual agreement of the City and any bidder or bidders.
- F. Upon acceptance of the bid by City Council, the successful bidder shall supply a copy of their Workmen's Compensation and Liability Insurance in an amount of \$2,000,000 general aggregate and \$1,000,000 each occurrence, indemnifying the City of Marshall and Oaklawn Hospital against any claims that may arise out of the project. In addition, the City of Marshall and Oaklawn Hospital shall be named as a second insurer.
- G. The City of Marshall shall not be responsible for any materials delivered to the job site that are lost or stolen.
- H. The City of Marshall reserves the right to reject any and all bids, waive informalities or defects in the bid, and accept such bids, as it shall deem to be in the best interest of the City of Marshall.
- I. The successful bidder shall have **3 weeks** (Sunday – Saturday) from the acceptance of the bid by the City Council to complete the job and/or shall provide a work schedule that is acceptable to the city. Failure to meet the deadline will result in a **\$100.00 per day** deduction from the bid amount. The City of Marshall may at its discretion extend the 3 weeks upon a written explanation from the contractor as to why he/she cannot comply with 3 week time limit. The City shall not be responsible for any delays caused by strikes or other work stoppages and such causes shall not extend the three (3) week time limit.
- K. If the contractor requests payment of materials up front, the check shall be made out to both the supplier and contractor. No other draws will be permitted until the work is completed and inspected and approved by the manufacturer and city for compliance with their installation specifications, code requirements, and this bid document.

- L. **A pre-bid meeting will be held on April 19, 2010 at 9:00 am at the PSB building on 900 S Marshall Ave.**
- M. Bidder shall bring to the attention of the City during the bid process any concerns they may have from their experience and upon a site visit of any hidden problems that the city should be aware of.
- N. The City reserves the right to ask for a mechanics lien waiver(s) proving that any Subcontractor(s) or supplier(s) have been paid prior to the City Council approving payment.
- O. **Prevailing wage is applicable to this project and documentation will be required prior to payment. Base rate of \$29.48 and fringes of \$13.73.**
- P. The contractor shall be responsible for the disposal of ballasts and bulbs in accordance with all applicable State and Federal laws and provide documentation that any materials disposed of were in accordance with the same.
- Q. Materials ordered may be delivered to the Public Services Building, 900 S Marshall Ave., Marshall, Michigan 49068. The City will not be responsible for damage or lost of fixtures or materials while being stored in the building.
- R. The contractor shall also comply with the "Additional Requirements" listed in pages 8 – 20 contained in this document.

#### **CHANGES AND ADDENDA TO BID DOCUMENTS**

Addenda issued in relation to this document will be on file, available on-line, and at the Public Services Building 906 S Marshall (behind the power house). In addition, to the extent possible, copies will be mailed to each bidder registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract and all bidders shall be bound by such addenda. **Prior to submitting the bid, the contractor shall inquire if any addendums have been issued. Failure to inquire about any addendums does not relieve the contractor of any financial responsibility in meeting the conditions set forth in this document and/or addendums.**

#### **MEASUREMENTS**

The Contractor shall be responsible for visiting the project site to view the conditions and verifying lighting count for bidding purposes. The City shall not be responsible or liable for any inaccuracies in the number of lights quoted or specifications made part of this document.

#### **CONTRACTOR'S REPRESENTATIVE**

The Contractor shall assign a representative who shall respond to and have the authority to resolve any problems or complaints that may arise during the term of this bid.

## **CONDITIONS AND SPECIFICATIONS**

Michigan manufactures and businesses may be given preference.

### **Existing Conditions**

The existing lighting fixture is to be retrofitted.

### **Submittal Information**

Contractor shall submit material specifications, list of references, and warranty information for the retrofitting of the lighting fixture.

### **Scope of Work**

Contractor shall be responsible for:

1. The installation and removal of all materials used in the project.
2. Meeting the requirements in the 2006 Michigan Electrical Code.
3. Applying for a permit for the work and pay appropriate fees (may be waived by the city).
4. Maintaining a safe egress path from the building during installation.
5. Dispose of all materials in accordance with paragraph "P" in General Terms on page 5.
6. Contractor shall have 3 weeks to retrofit all lighting fixtures except as outlined under paragraph "I" under General Terms and Conditions page 4.

### **Material Specifications**

**Everlast Induction Lighting EGF-EC-70W-BL – See specification sheet.**

- **Model Number:** EGF-EC-70W
- **Lamp Life Rating:** 100,000 hours
- **Input voltage:** 277/480 Volt system
- **Energy Savings:** 60% over HID sources
- **Lumen Maintenance:** 70% over 100,000 hours
- **IP Rating:** IP43
- **Light Output:** 5000 kelvin, 82-85 CRI
- **10 year warranty**

- **Contact:** Rick Kohl, Specialty Lighting Services 734-604-9372 or [kohl.rick@att.net](mailto:kohl.rick@att.net) if you have any questions regarding the product.

**Job conditions**

1. If any unusual or concealed condition is discovered it shall be brought to the attention of the City prior to work in that area continuing.
2. The Contractor shall be responsible for making sure that their employees and/or subcontractors understand and follow all MIOSHA safety regulations for the work being done while on the property, such as but not limited to the use of personal protection equipment such as gloves, hard hats, and safety glasses.
3. Those areas being worked on shall be barricaded to protect the public by using caution tape or other type of barrier supplied by contractor. Drive aisles shall remain open to the best of the contractors' ability.
4. Provide a Porta-A-John for their workers. There is no public restroom.
5. The contractor's employees shall be restricted to those areas being worked on.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City of Marshall to reject any or all bids and award the bid that is in the best interest of the City. It is further understood and agreed by the undersigned that any qualifying statements, or conditions made to the above quote, as originally published, as well as any erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

The following bid includes all work necessary to comply with the specification listed herein and code requirements applicable to the installation of the lighting fixtures including but not limited to the removal and disposal of all materials and debris associated with the removal of the existing windows and doors, all materials including those incidental to the installation of the new windows and doors, and liability insurance in the amount specified by the City of Marshall.

In the Amount of \$ \_\_\_\_\_

Taxes w/description if applicable \$ \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_ DATE \_\_\_\_\_

GUARANTEED COMPLETION DATE \_\_\_\_\_

CONTRACT REPRESENTATIVE \_\_\_\_\_ PHONE \_\_\_\_\_

### ADDITIONAL REQUIREMENTS

#### **II-I Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

#### **II-J Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this agreement and the grant amount.

#### **II-K Intellectual Property**

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location. The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement. The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties. The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into

perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

## **II-L Safety**

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

## **II-M Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It specifically understood and agreed that neither party will indemnify the other party in such litigation.

## **II-N Cancellation**

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

### **(1) Termination for Cause**

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

### **(2) Termination for Convenience**

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not

necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

### **(3) Non-Appropriation**

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

### **(4) Criminal Conviction**

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

### **(5) Approvals Rescinded**

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

## **II-O No State Employees or Legislators**

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

#### **II-P Non-Discrimination**

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq. and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Agreement.

#### **II-Q Unfair Labor Practices**

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

#### **II-R Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

#### **II-S Illegal Influence**

(1) The Grantee certifies, to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all sub recipients shall certify and disclose accordingly. The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(2) The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

## **II-T Governing Law**

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

## **II-U Compliance with Laws**

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement.

## **II-V Jurisdiction**

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenes or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

## **II-W Assignment**

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

## **II-X Entire Agreement**

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

## **II-Y Independent Contractor Relationship**

The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

## **II-Z Conflicts**

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

## **II-AA Terms and Conditions for ARRA Funded Grants**

### **Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Grants**

Sub-Recipients Requirements Grantee shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Reporting & Registration Requirements (Section 1512) Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports. The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within

five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

**Buy American Requirement (Section 1605)**

Designated country means:

- (1) A World Trade Organization Government Procurement Agreement country,
- (2) A Free Trade Agreement (FTA) country, or
- (3) A United States-European Communities Exchange of Letters country Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman and Peru. REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 — “Designated Country” means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

“Designated country iron, steel, and/or manufactured goods” mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated County into a new and different manufactured good distinct from the materials from which it was transformed.

“Domestic iron, steel and/or manufactured good” is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

“Federal Agency” means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

“Foreign iron, steel and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been —

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows:

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**[List applicable excepted materials or indicate “none”]**

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1) (i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee or could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee or does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the

ARRA applies, the State will amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) **Data.** To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC ITEMS COST COMPARISON**

<b>FOREIGN AND DOMESTIC ITEMS COST COMPARISON</b>			
Description	Unit of Measure	Quantity	Cost (Dollars)*
<b>Item 1:</b>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<b>Item 2:</b>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<p><b>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information] [*Include all delivery costs to the construction site.]</b></p>			

**Notice of Required Use of American Iron, Steel, and Other Manufactured Goods**

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—  
SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF  
2009**

(a) Definitions. “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods”, “Federal Agency”, “Foreign iron, steel and/or manufactured good”, “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 5.022(a).

(b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) *Evaluation of project proposals.* If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) Alternate project proposals.

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items. Wage Rate Requirements (Section 1606) All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects

funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

### **Inspection & Audit of Records**

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

Whistle Blower Protection for Recipients of Funds Grantee shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: [http://www.michigan.gov/mdcs/0,1607,7-147-6877\\_8155-72500--,00.html](http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html))

(b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

### **Funding of Programs**

The Grantee acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

### **Fixed Price- Competitively Bid**

Grantee, to the maximum extent possible, shall award any subgrants or subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive

procedures.

### **Segregation of Costs**

Grantee shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

### **Publication**

All grant solicitations funded in whole or in part with ARRA funds will be posted on the respective DELEG bureau website. All grants resulting from the ARRA will be published on the State of Michigan's Recovery Web site, [www.michigan.gov/recovery](http://www.michigan.gov/recovery). Grantee shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

### **Publication**

(a.) You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

(b.) An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number(s) *DE-EE0000166*." Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

### **Buy Michigan Preference**

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

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**Non- Discrimination**

The Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

**Prohibition on Use of Funds**

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**False Claims Act**

The Grantee shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**Conflicting Requirements**

Where ARRA requirements conflict with existing state requirements, ARRA requirements control. Job Opportunity Posting Requirements Grantee shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, [www.michworks.org/mtb](http://www.michworks.org/mtb).

**STATEMENT OF NO BID**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form.** Your response will assist us in evaluating all responses for this project, to improve our bid solicitation process and not waste your time in the future.

The Purchasing Division of the City of Marshall wishes to keep its bidders list up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry before the bid deadline, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Insufficient time to respond to the Request for Quote.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your bidders list for this commodity or service.
- \_\_\_\_\_ Other (explain below).

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

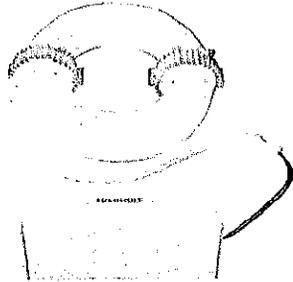
SIGNED \_\_\_\_\_ NAME \_\_\_\_\_ (Type or Print)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

FIRM NAME \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street Address) (City) (State) (Zip)



- Lamp Life Rating: 100,000 hours
- Electronic ballast with high power factor
- CRI: 82-85
- CCT: 5000K

### Specifications

#### Lamp

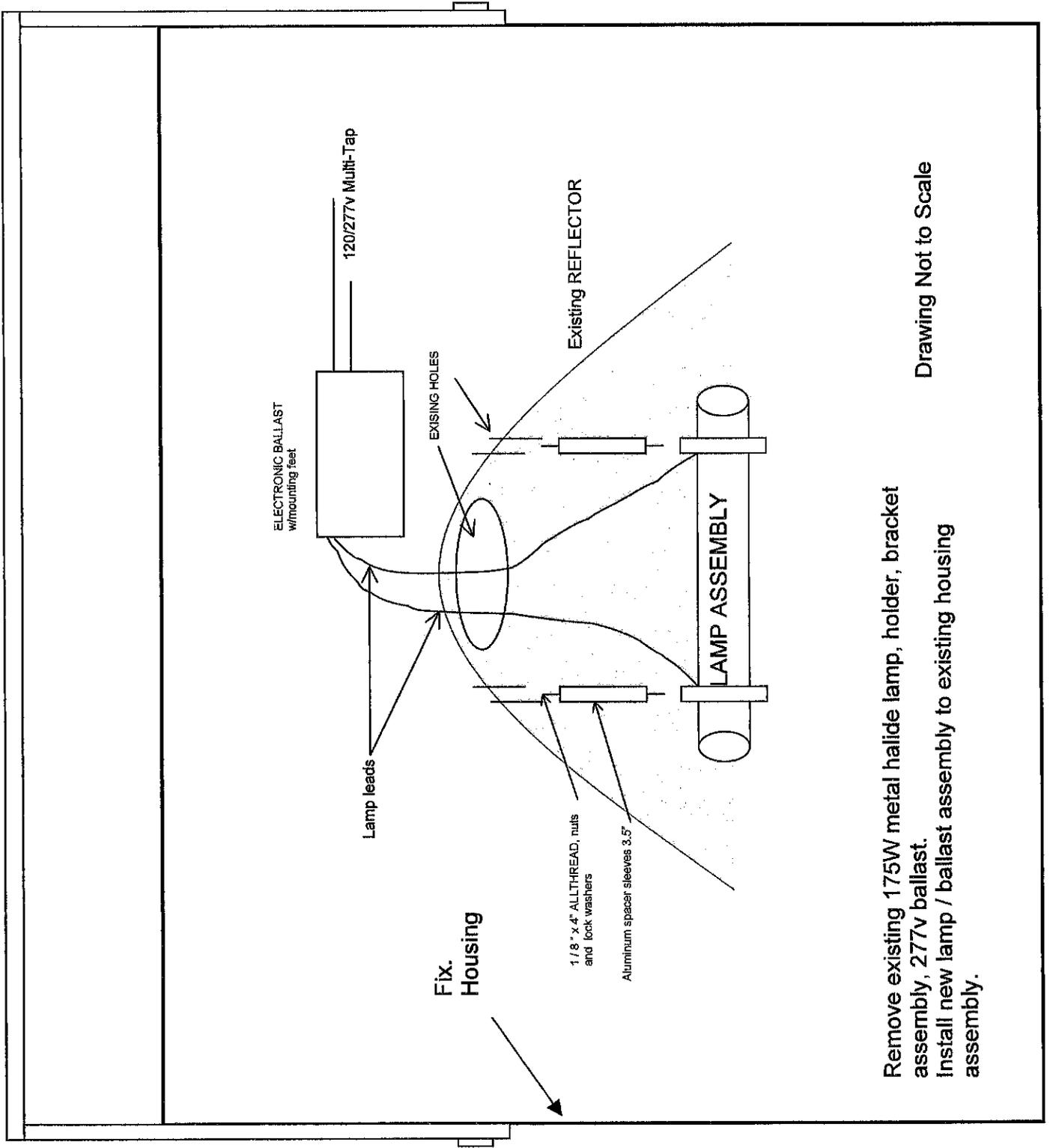
Wattage (W)	Lumens (LM) Initial/Mean	Lumens Pupil	L/W Ratio	CRI	CCT (Kelvin)	Rated Life (Hours)
70	5,900/5,015	10,030	84	82-85	5000	100,000

#### Ballast

Input Power (W)	Input Voltage (V)	Input Current (A)	Input Freq. (Hz)	Power Factor (PF)	Operating Temp. (°F)	THD (%)
78	120-277/480	0.63-0.29	50/60	>.95	-40 to 130	<10

#### Physical Specifications

Length	Height	Width
8.03"	2.13"	7.09"



Fix.  
Housing

Remove existing 175W metal halide lamp, holder, bracket assembly, 277v ballast.  
Install new lamp / ballast assembly to existing housing assembly.

Drawing Not to Scale