

**Request for Proposal**  
**Lighting Control System Replacement**  
**Ypsilanti District Library – 5577 Whittaker Road**  
**Ypsilanti, Michigan**

**Introduction**

The Ypsilanti District Library seeks an electrical contractor to replace the lighting control system for its main facility, located at 5577 Whittaker Road. The 60,000 sf building opened in 2002 equipped with a Lutron Grafik 5000 System which is at end of life and no longer supported.

The Library will accept sealed bids for the project in care of Library Director Lisa Hoenig, 5577 Whittaker Road, Ypsilanti, Michigan 48197 until 2:00 p.m. local time, Friday, November 20, 2020. Bids will be privately opened and evaluated. Faxed, emailed, late, or unsealed bids will be rejected. Proposal shall be for the complete work as required by the attached electronic documents. Questions concerning the documents should be addressed to Ypsilanti District Library.

Interested parties should plan to attend a walk-through of the site, to be held Wednesday, November 4 at 9:30 a.m. Email Facilities Manager Jim Reed at [jreed@ypsilibrary.org](mailto:jreed@ypsilibrary.org) for details on building access and Covid safety procedures.

Firms desiring to bid shall document at least five years successful experience on projects similar in both type and scope/scale as this project and provide references to attest to successful completion of similar work; be licensed as required by state or local law; and maintain required insurance including general liability and worker's compensation.

**Project Scope**

Contractor will:

- Consider, recommend, and execute work to replace the lighting control system as specified on the attached documents to satisfactorily complete this project.
- Remove and dispose of all materials and debris resulting from the work.
- Insure that all work, materials, and installation meet Building and Fire Code in all aspects.
- Execute all work at a time agreeable to the Library.

## Proposal Requirements

- A cover letter describing the firm or individual, providing name, address, phone, email, and fax of contact person.
- A summary of the contractor's experience and qualifications.
- References for at least 3 previous clients from projects of similar scope and scale.
- A quote of costs for providing the work, materials, and installation, including detailed recommendations.
- A list of any exceptions to the specifications or requirements.
- A date by which the firm can realistically complete the work, assuming a contract is awarded by 1/8/2021.
- Any additional information that you might deem helpful in the selection process.

## Further Instructions

1. Additional Information: If additional information is needed by the Bidder, or if revisions in the work are to be included in the proposal, written instructions covering such items will be issued by the Engineer to the Bidder, and such items shall be included in the proposal. No verbal instructions or interpretations will be considered as binding on the Owner unless confirmed by an addendum.
2. Site Visit: Bidders shall visit the existing site on the November 4 coordinated walk-through, examine and verify conditions under which their work must be conducted.
3. Taxes: All proposals in original Contract work, and for all other work there under, shall include all applicable taxes, including social security, unemployment, and sales or use taxes, and any other taxes specifically levied on the work or on wages by local, city, state or federal government, except real property taxes on the site. Proposals shall also include all premiums, assessments and other like payments, charges and costs incidental to the work covered by the Contract documents.
4. Owner's Right to Reject Bids: All proposals submitted shall remain firm for a period of sixty (60) days after the date specified for receipt of proposals. The Library reserves the right to accept any bid, to reject any or all bids, to waive any irregularities and/or informalities in any bid, and to make the award in the manner deemed in the best interest of the Library. Only bids submitted in accordance with the specifications will be considered.
5. Addenda: Bidders will be notified of Addenda via Ypsilanti District Library. Bidders shall provide contact information to Ypsilanti District Library as needed for notification. Ypsilanti District Library will not be responsible for Bidders not

receiving notices for Addenda. It is the Bidder's responsibility to check with Ypsilanti District Library for Addenda prior to submitting a bid.

No Addenda will be issued later than three (3) days prior to the date for the receipt of Bids except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued.

6. Permits: Contractor shall apply, purchase, and pick up all permits from applicable municipalities or agencies. Contractor's bid shall include permit fees.
7. Consideration of Bids: It is expressly understood that Ypsilanti District Library reserves the right to award a contract based solely on criteria as established by Ypsilanti District Library. Ypsilanti District Library reserves the right to award a contract based solely on what they determine to be in the best interest of the Library.
8. Phases and Sequencing of Construction: The bidder, if awarded, agrees to proceed with construction as outlined within the Contract Documents and carry the project to completion without delay. Bidder agrees to sequence work to accommodate Library operations as agreed upon by the Owner.

Complete and deliver your response by 2:00 p.m. Friday, November 20, 2020 to:

Lisa Hoenig, Director  
Ypsilanti District Library  
5577 Whittaker Road  
Ypsilanti, Michigan 48197

Phone: (734) 879-1300

Email: [lisa@ypsilibrary.org](mailto:lisa@ypsilibrary.org)

Please direct any questions to Lisa Hoenig before Saturday, November 14.

November 4 site visit details can be obtained from Facilities Manager Jim Reed, (734) 879-1309 or [jreed@ypsilibrary.org](mailto:jreed@ypsilibrary.org).

Respondents will be notified within 60 days of the proposal deadline.

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**ATTACHMENT A**

**INSURANCE REQUIREMENTS**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$250,000** (Two Hundred Fifty Thousand Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$250,000** (Two Hundred Fifty Thousand Dollars) each person and **\$250,000** (Two Hundred Fifty Thousand Dollars) each occurrence and minimum property damage limits of **\$250,000** (Two Hundred Fifty Thousand Dollars) each occurrence.
  - d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **\$250,000** (Two Hundred Fifty Thousand Dollars) per occurrence and/or aggregate.
2. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the Library render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the Library.
4. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the Library.

All policies except Professional Liability insurance shall name the Ypsilanti District Library, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Lisa Hoenig, Director, Ypsilanti District Library, 5577 Whittaker Road, Ypsilanti, Michigan 48197 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The Library has the authority to vary from the specified limits as deemed necessary.

## **ADDITIONAL REQUIREMENTS**

### **Indemnity**

1. The Contractor agrees to save harmless and defend the Library against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the Library may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the Ypsilanti District Library, its trustees or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the Library of safeguarding the property and materials used in performing this Contract. Further the Contractor agrees to hold the Library harmless for any loss of such property and materials used pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

### **Warranty**

1. Contractor warrants to the Ypsilanti District Library that the goods and/or services covered by this order will conform to the drawings, specifications, samples,

description and time provisions furnished by the Library and will be of first class material and workmanship and free from defects, and the Ypsilanti District Library reserves the right to cancel the unfilled portion of an order without liability to contractor if the warranty is breached. Goods will be received, subject to inspection and acceptance at destination by the Ypsilanti District Library, and risk of loss before acceptance shall be on contractor. Defective goods rejected by the Library may, without prejudice to any other legal remedy, be held at contractor's risk and returned to contractor at contractor's expense. Defects are not waived by acceptance of goods or by failure to notify contractor thereof.

2. Warranties shall run for a minimum of twelve (12) months after acceptance by the Ypsilanti District Library. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.