



Request for Proposal

LED Lighting Project

Project #FY2027-Phase 03

September 23, 2026

Purpose: Bulloch County Schools (BCS) is considering retrofitting and /or replacing existing technologies used for lighting to modern LED lighting solutions. This request is to provide interested contractors with sufficient information to enable them to submit a uniform proposal for review by Bulloch County Schools.

Objective: The objective of this solicitation is to identify and select a contractor whose proposal is determined to be the most advantageous to BCS to upgrade and/or replace current, outdated lighting systems to modern LED lighting solutions that produce light more efficiently, requiring less energy consumption to produce light, reduce heat generated by lighting, and realize energy cost savings.

LED Lighting Project

Project #FY2027-Phase 3

GENERAL TERMS AND CONDITIONS

1.0 Proposal Submission

1.1 Proposal must be submitted in a sealed envelope. Each envelope should be labeled "LED Lighting Project RFP". Proposals will be accepted, whether mailed or hand delivered, up to the

date and time stipulated in this RFP, and **no proposals will be accepted if received after.** No proposal may be withdrawn or modified in any way after the deadline of the RFP opening.

1.2 Contractor is instructed to carefully read all terms, conditions, and specifications as set forth in the RFP. Responses must be either typed or written in ink. Any corrections made on any proposal form (white out or strike through) must be initiated by an authorized representative of the company submitting the RFP. Responses must be thorough and accurate. Incomplete responses or failure to furnish all information requested in the RFP may disqualify the proposal.

1.3 Each contractor is responsible for having knowledge and understanding of all applicable State of Georgia Code and Bulloch County Schools (BCS) policies or procedures pertaining to procurement.

1.4 Conditional RFPs - Proposals that in any way qualify or vary the terms and conditions specifications of this RFP may be considered non-responsive and disqualified from consideration of award.

1.5 Sealed proposals may be mailed or delivered in person to: Attn: Ryan Macy, Director of Facilities Management, 219 Simons Road, Statesboro, Georgia 30458 Proposals are due before November 5, 2026 at 2:00 PM. Proposals received after will not be accepted or considered for award. Bids will be opened publicly on November 5,, 2026 at 2:10 PM at the above address.

1.6 Telephone, Fax, or Email bids will not be accepted. BCS cannot and will not be responsible for tardiness of receipt of any proposal due to delivery delays.

1.7 Proposals may not be withdrawn, corrected, or altered after submission. A responsible officer or authorized employee must sign the RFP and all obligations by such signature must be fulfilled.

2.0 Communication with Bulloch County Schools

2.1 Questions related to this RFP must be submitted in writing by email to Ryan Macy, Director of Facilities Management (rtmacy@bullochschools.org). Responses to questions may be shared via email with all contractor emails listed on the sign in sheet at the mandatory pre-bid meeting. Questions asked prior to the pre-bid meeting will be shared in writing with all attendees at the time of the pre-bid meeting.

3.0 Specifications

3.1 Any proposed deviation(s) from any specification must be clearly identified in a letter accompanying the RFP. The furnishings of catalogs or printed descriptions will not relieve the contractor of this requirement. BCS shall determine at its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If BCS determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

3.2 A contractor's failure to deliver any item(s)/service(s) according to the specifications set forth in their RFP may result in cancellation of the purchase. If any items do not meet specifications,

the item may be rejected and shall be picked up at the contractor's expense and removed from BCS property at the sole expense of the contractor.

3.3 For Goods: BCS shall be the sole determiner as to the quality of goods proposed and whether such meet required specifications. BCS, at its sole determination, may accept or reject any proposed item(s) or substituted item(s).

3.4 If an awarded brand/model is discontinued during the period from the awarding of the project until the start of the project (Date of Commencement of Work), the awarded contractor may offer a replacement item. The replacement brand/item must meet or exceed the minimum specifications as listed in the RFP document as well as current industry standard. Replacements must be made available to BCS for review and approval prior to the end of the life of the awarded model. BCS reserved the right to accept or reject the replacement item.

3.5 All products and materials furnished must comply with all applicable federal, state, and local laws, codes, and regulations.

4.0 Prices Quoted

4.1 Contractor's proposed cost shall be all inclusive including, but not limited to all audit, engineering, design, inspection, and permitting fees and shall include all materials, equipment, labor, insurance, bonding, disposal, freight, warranties and other costs to successfully fulfill all of the requirements of this RFP.

4.2 Contractors shall include a **general allowance** for contingencies equal to 10% of the base bid amount. The general allowance for contingencies shall be included in the base bid amount. Unused allowances shall be returned to Bulloch County Schools. The contractor must have the approval of Bulloch County Schools prior to the use of any general allowance funds and shall provide a change order detailing any proposed change and their associated cost for any change to the original project scope.

4.3 All prices quoted shall remain firm for the duration of the contract/project period, which includes the time from awarding of the project to the selected contractor through the completion of the project in its entirety, regardless of duration.

4.4 Purchases by BCS are not subject to Federal Excise Tax or State and Local Tax. No taxes should be included in this RFP.

4.5 A separate bid amount per location, if applicable, is required (see section SPECIAL TERMS AND CONDITIONS, section 2.2, for locations), the sum of which shall total the entire project cost. BCS reserves the right to accept or reject any and all bids, in its entirety or any portion thereof.

5.0 Samples

5.1 When required, samples are to be furnished at the contractor's expense.

5.2 Samples not used or destroyed in testing will be returned to the contractor at the contractor's request at the contractor's expense. If the contractor does not arrange for the pick-up of samples, they will become the property of BCS.

6.0 Awards

6.1 BCS reserves the right to accept or reject any part of a submitted proposal (in whole or in part), to accept the entire proposal from one contractor, to accept portions of the proposal from multiple contractors, or to reject any and/or all proposals or waive any minor irregularity.

6.2 Award will be made to the contractor whose proposal is determined to be most advantageous and of maximum benefit to BCS, at the sole discretion of BCS.

6.3 During the evaluation phase, BCS reserves the right to conduct discussions with contractors who submit proposals for the purpose of clarification, and to assure the full understanding of and responsiveness to the solicitation requirements.

7.0 Contract

7.1 By submitting a proposal, contractors agree to all terms, conditions, and requirements of the RFP

7.2 This RFP is considered to be part of the contract documents. Failure to observe any of the general or special terms of this contract may constitute grounds for rejection of award.

7.3 By submitting a proposal, the contractor confirms responsibility as an authorized agent to sell and distribute all products or services as proposed. Additionally, the contractor confirms the ability and responsibility to provide all manufacturer warranties for items proposed.

7.4 Authority- Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing any documents on behalf of each party represents that party as duly authorized to enter into a contract on behalf of such party.

7.5 Choice of Law and Venue- The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum having jurisdiction in Bulloch County, Georgia.

7.6 Entirety of Contract- All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between BCS and the contractor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the RFP response by the contractor conflicts with the language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented and agreed to by BCS in writing.

7.8 BCS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, marketplace, or acts of God. This option will only be exercised if it is deemed in the best interest of BCS.

8.0 Shipping

8.1 All prices are to include delivery/shipping. All delivery of goods is to be Freight on Board (FOB destination), with delivery to the location(s) specified by BCS.

8.2 In the event of damage, shortage, or other loss resulting from shipment to an BCS facility by a common carrier, any claim of such damage, shortage, or other loss shall be a matter between the contractor and the carrier.

8.3 BCS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders if the items/services have not been delivered /completed by the specified delivery date and no written extension of such delivery date has been granted by BCS.

9.0 Invoicing

9.1 Payment will be made by BCS after final delivery and acceptance of all items/services, and receipt of invoices. However, final acceptance will not be made until after inspection and approval by the BCS authorized representative.

9.2 Invoices must not be altered in any way from the original by handwriting or machine. Corrected invoices must be accompanied by a written explanation and accepted by BCS. Time will be computed from the date a **correct** invoice is received.

9.3 Invoices may be mailed, hand delivered, or emailed to the designated BCS representative.

9.4 Invoices are paid net 30 days from the date of acceptance by BCS, regardless of the date of the invoice.

10.0 Storage

10.1 The contractor(s) is responsible for the storage of all materials, equipment, tools, and supplies. Contractors must take measures to secure items to prevent loss due to damage or theft. BCS is not responsible for the cost or replacement of lost, stolen, or damaged materials, equipment, tools, or supplies.

10.2 BCS will designate laydown or storage areas. Items may not be stored outside of areas designated by BCS, except by permission of the authorized BCS representative.

10.3 Contractor shall store all materials, equipment, tools, and supplies in an organized manner. Job sites/work areas shall be maintained in a safe and clean manner at all times. Trash and debris shall be removed daily from the job site by the conclusion of each work day.

11.0 Indemnification

11.1 The contractor shall be liable for any injury, damage or loss occasioned by negligence or omission of the contractor, its agents, or any other person the contractor has designated to visit BCS property and shall indemnify and hold harmless Bulloch County Schools and the Bulloch County Board of Education, its officers, employees, volunteers, or agents from any liability arising in the performance of this contract.

12.0 Termination

12.1 Either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving a notice specifying the breach. BCS reserved the right to terminate without warning in the event of critical and/or material breach of the contract.

13.0 Addendum

13.1 Addendum/Addenda issued in writing during the time of solicitation will be incorporated in the subsequent contract.

14.0 Damage to Property

14.1 Contractor shall repair and make whole any damages to BCS property caused by contractor at the contractor's sole expense. Unresolved damages at the end of the project(s) may be deducted from final payment to the contractor.

15.0 Special Terms and Conditions

15.1 Should the General Terms and Conditions be in conflict with any of the Special Terms and Conditions of this RFP, the Special Terms and Conditions will be adhered to.

SPECIAL TERMS AND CONDITIONS

1.0 Pre-bid/Site Lighting Audit Meeting

1.1 Each contractor shall conduct a thorough lighting audit of existing lighting technologies at each site to be used as the basis for their proposal. All interior and exterior building lighting shall be included in the audit. Contractors will have access to location(s) (section 1.2 below) on October 20, 2026 and October 21, 2026 from 8:00 AM until 3:00 PM . Each attending contractor must sign in on the designated form as proof of attendance upon arrival at each

location. Contractors will only be considered for the location(s) attended, and may choose to submit proposals for any individual or combination of sites, when applicable.

1.2 Contractors must attend the pre-bid/lighting audit at:

Mill Creek Elementary School
239 Beasley Road
Statesboro, Georgia 30461

1.3 Attendance is mandatory. Contractors not attending the pre-bid/site audit meeting at the location/times stated in section 1.1 and 1.2 will be disqualified.

1.4 BCS reserved the right to conduct additional opportunities for contractors to audit specified locations, provided all contractors are afforded the same access.

2.0 Basic RFP and Contract Guidelines and Requirements

2.1 Contractors shall provide a written proposal providing a turn key solution to upgrade and/or replace current, outdated lighting systems to modern LED lighting solutions. Contractor's proposed cost shall be all inclusive including, but not limited to all audit, engineering, design, inspection, and permitting fees and shall include all materials, equipment, labor, insurance, bonding, disposal, freight, warranties and other costs to successfully fulfill all of the requirements of this RFP. When applicable, separate cost for each location listed in this RFP shall be provided.

2.1 Contractors shall submit with their proposal a list detailing existing lighting technologies at each location identified in their audit and provide a detailed listing of proposed LED lighting solutions.

2.2 Contractor shall provide a report detailing anticipated energy savings at each location that may be realized by changing to LED systems. The report shall detail the methodology for calculating energy saving.

2.3 BCS prefers specific manufacturers and the specific items they manufacture. A list of preferred manufacturers/items/cutsheets is provided. See attachment #1. Alternate proposed retrofit and/or replacement LED systems will be considered. BCS prefers alternate retrofit and/or replacement LED systems provided by top tier manufacturers.

2.4 All Classrooms, offices, and conference rooms shall be designed with a wireless dimmer system.

2.5 All work must be completed after hours between 5:00 PM to 6:00 AM Monday through Friday, on weekends, or during holidays. Work must not interrupt BCS operations or activities. BCS reserves the right to temporarily stop work during testing or other events when work activities may disrupt operations. Work stoppages at the request of BCS shall not be included in the calculation of liquidated damages.

2.6 Contractor shall maintain a written inventory of all systems retrofitted/replaced to be provided to BCS at the conclusion of the project and must apply for any available rebates on behalf of BCS.

2.7 Insurance- The contractor shall provide a valid Certificate of Insurance (COI) with at least the following coverages and limits:

Commercial General Liability:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 Products and Completed Operation

Workers Compensation:

- \$100,000 Each Accident
- \$100,000 Each Employee
- \$500,000 Aggregate

Additional required provisions to be stated on the Certificate of Insurance:

Each certificate shall contain a provision that coverage afforded under the policies will not be canceled or allowed to lapse until at least 30 days after the certificate holder listed on the certificate of insurance has received notice thereof as evidenced by return receipt of registered letter.

Each certificate shall contain a provision that the contractor shall ensure that any and all of their subcontractors shall procure and keep in force and effect sufficient workers compensations and commercial general liability insurance coverage.

2.8 Bonding Requirements- A Performance Bond and a Payment Bond equal to 100 percent of the contract sum are required. Bonds shall be issued by a Corporate Surety authorized to do business in the State of Georgia.

2.9 Rebates Requirements- Contractors shall apply for available rebate on behalf of Bulloch County Schools. Contractors shall apply for such rebated immediately upon the completion of the project and provide evidence of any communications and/or applications for rebated to Bulloch County Schools. **Any rebate payment is to be paid directly to and retained by Bulloch County Schools.** The contractor shall not include any rebate discount or price reduction in their bid amount. Contractor shall not retain any rebate funds.

2.9 BCS reserves the right to reject any and all proposals, or any portion thereof, at its sole discretion.

2.10 All respondents are hereby informed that any and all document(s) submitted in response to this solicitation shall become the property of BCS. Respondents agree to waive any claims they have or may have against Bulloch County Schools, the Bulloch County Board of Education, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the : (1) administration, evaluation, recommendation, or selection of any proposal or qualifications; (2) waiver of any representations under the proposal or documents: (3) approval or rejection of any proposal or qualifications; and (4) award of contract.

3.0 Time of Contract Performance and Liquidated Damages

3.1 The Date of Commencement of Work shall be established in a Notice to Proceed. Substantial Completion of the work shall be within 90 calendar days from the Date of Commencement.

3.3 Work is subject to liquidated damages. BCS shall retain as liquidated damages the amount of \$200 for each calendar day the actual construction time required to achieve Final Completion exceeds 30 calendar days beyond awarded Substantial Completion.

4.0 Closeout Procedures

4.1 The contractor shall prepare and submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to the date the work will be completed. The contractor shall provide a date of Substantial Completion subject to review and acceptance by BCS (Award of Substantial Completion).

4.2 The contractor shall provide to BCS, in writing, a list of all punch list items required to achieve Final Completion within five (5) calendar days of the Substantial Completion inspection.

4.3 The contractor shall prepare and submit a written request for inspection to determine Final Completion a minimum of ten (10) days prior to the completion of items identified during the Substantial Completion inspection. Upon acceptance of the contractor's written request, BCS and the contractor shall conduct a final inspection.

4.4 The contractor shall formally request for Final Completion in writing to BCS.

4.5 Final payment will not be made until acceptance of Final Completion by BCS.

4.6 Warranties shall be provided to BCS upon Final Completion. Warranties shall be included in a heavy-duty, three-ring, vinyl covered, loose leaf binder of a thickness necessary to accommodate contents.

5.0 Proposal Evaluation

5.1 Proposals will be evaluated for content, thoroughness, and clarity to all criteria requested. Respond precisely and concisely to each question and/or topics by providing requested information on separate pages, with clearly labeled responses. BCS is not responsible for locating data included in the vendor's proposal that is not properly identified as instructed. Respondents are highly encouraged to provide an organized proposal listing the same numbering for each required section as detailed below.

5.2 The proposal submitted should contain responses to the following questions in order as shown. Proposals will be evaluated on a one hundred (100) point basis, as a maximum, in establishing rankings of submitted proposals.

5.2.1 (1 point) **Cover Letter** – Contractor shall provide a cover letter summarizing:

- a. Their organization
- b. Their offer.

5.2.2 (5 points) **Company Data** – Provide the following:

- a. Basic company information including company ownership
- b. Company name, address, phone, fax, key email addresses
- c. Primary contact name and information
- d. Number of years in business
- e. State of incorporation
- f. Applicable licenses and certificates

5.2.3 (2 points) **Team Personnel** – Provide the following:

- a. Identify all individuals that will directly and materially be involved in any aspect of the contract and construction management of this contract.
- b. Provide resumes of the key project personnel including education, training, certifications held, and work experience. In addition, highlight the projects that each individual has worked on in the State of Georgia with the same or similar scope of work as the work to be performed herein.

5.2.4 (5 points) **Letters of Reference** – Respondents shall include a minimum of three (3) letters of recommendation representative of school and institutional projects.

5.2.5 (5 points) **Experience in Similar Projects** – Provide the following information for three (3) relevant projects completed within the past 3 years..

- a. Name of Project
- b. Provide an owner reference, including name and contact information
- c. State the project total cost
- d. Project scope of work
- e. Description and dollar value of change orders. If no change orders were issued, Include a statement of such

5.2.6 (5 points) **Legal** – Submit a summary list of all litigation, arbitration, and mediations over the past seven years, including any pending. Indicate specific outcome(s), especially for any energy related and/or operational savings shortfalls.

5.2.7 (5 points) **Financial Information** – Provide the following:

- a. List your total annual billings for each of the past three (3) calendar years.
- b. Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm?
- c. Provide a compliance letter from your firm's bonding company showing consent to provide all appropriate bonds for your services. Failure to provide a compliance letter may disqualify a proposal (see Special Terms and Conditions, section 2.8 Bonding Requirements).
- d. Indicate the firm's maximum bonding capacity and the amount of bonding capacity currently used.
- e. Indicate the total value of contracts currently under construction.

5.2.8 (10 points) **Scope of Work** – Contractor must include with proposal response a written Scope of Work (SOW) detailing the contractor's plan to implement, service, and manage this contract. This should include:

- a. A comprehensive listing of current lighting technologies at each location discovered during site audit.

- b. A comprehensive listing of proposed LED solutions
- c. Provide a detailed plan of action to successfully complete the project(s) within the allowed 60-day window.

5.2.9 (25 points) **-Proposed LED Lighting Solutions-** Contractor must provide specific details about proposed LED lighting solutions, including brand, manufacturer, wattage, light output, lumens per watt, color rendering index, and correlated color temperature.

5.2.10 (15 points) **-Warranties-** Contractor must provide all proposed warranties, including:

- a. Workmanship (labor)
- b. Callback-time to respond
- c. Bulb warranties
- d. Fixture warranties
- e. Detail any costs to BCS for warranty items a through d above.

5.2.11 (2 points) **-Estimated Annual Energy Savings-** Provide the following:

- a. Include an estimated annual energy saving amount (in dollars) comparing energy costs associated with existing lighting technologies and proposed technologies. List savings by location.
- b. Briefly detail your Methodology for Measurement and Verification used to determine estimated annual saving amount.

5.2.12 (5 points) Detail assistance that will be provided by the contractor to apply for and process any available rebates on behalf of BCS.

5.2.13 (15 points) Cost- Contractor shall provide an all-inclusive, firm, turn key cost by location to provide proposed LED solution. A separate cost shall be provided by location when applicable.

**THIS CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND
RETURNED WITH THE PROPOSAL PACKAGE.**

CONTRACT AGREEMENT

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents within this RFP and do agree to all terms and conditions by signing this document.

Date

Project Bid Amount, Including 10% General Allowance

Company Name

Authorized Representative's Signature

Authorized Representative's Printed Name

Address

Email Address

Telephone Number and Extension