Menomonie Area

# REQUEST FOR PROPOSAL (RFP) <br> LED Project SPECIFICATION NO. 22-002 

## KEY BID/PROPOSAL DATES -

RFP Issued/Released:
April 25, 2022
Contractor Site Visits
May 5, 2022 (3:30 PM CST)
(Site visit is mandatory, Start at Menomonie Middle School)
RFP Questions closed:
May 13, 2022 (2:00 PM CST)
(Questions directed to Justin Schuenemann)
Bid/Proposal Due Date:
May 17, 2022 (2:00 PM CST)
Estimated Notification of Award:
May 17, 2022 (2:10 PM CST)

## REQUEST FOR PROPOSALS

The School District of the Menomonie Area (SDMA) 215 Pine Avenue E, Menomonie, WI 54751 is requesting proposals for the items or services stated in accordance with the specifications and conditions as detailed below.

The School District of the Menomonie Area serves approximately 3,400 students within five K-5 elementary schools, Menomonie Middle School, Menomonie High School, and several communitybased 4 K centers. The SDMA has implemented an energy policy and has goals to reduce energy consumption by the buildings that occupy the district grounds. As part of these goals the SDMA School Board approved the lighting retrofit of the school buildings and administrative office. In 2022 the SDMA will have LED retrofits completed in 3 school buildings consisting of Menomonie Middle School, Oaklawn Elementary School, and River Heights Elementary School. Lighting Design Solutions (LDS) of Schofield, WI completed lighting designs for the SDMA including fixture type and drawings that detail lighting in each room.

## General Terms, Conditions and Instructions

## DEFINITION

The term "District" as used throughout shall mean the School District of the Menomonie Area. The terms "School" as used throughout shall represent the appropriate school building.

## METHOD OF SUBMITTING PROPOSALS

Proposals must be delivered via e-mail or dropped off at the district office located at 215 Pine Avenue E Menomonie, WI 54751.

Any proposals received by the specified due date and time that do not contain a submission signature of the proposing organization may not be accepted for consideration.

Faxed BIDS/proposals will not be accepted. Bids will not be opened until the bid opening date.

## RFP 22-002

## CONTRACT DOCUMENT

BID/PROPOSAL must be signed by a person authorized to commit on behalf of the vendor. All conditions, terms, definitions and specifications, etc. as set forth in this document along with the information submitted by the successful bidder, shall be considered the contract for the services set forth unless otherwise modified in writing by mutual agreement. If any provision of this contract shall be found to be contrary to any statute, the remaining parts of the contract shall remain in force.

## ACCEPTANCE/REJECTION

Compliance with all specifications and conditions is required. The District reserves the right to accept or reject any or all proposals or parts of proposals for any reason, to waive any irregularities in any proposal or to make the award in such manner as may be deemed by the District to be right and proper and in the best interest of the District and said determination shall be final. Proposals may be held by the District for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposal and investigating the qualifications of vendors, prior to the awarding of the contract.

## WITHDRAWAL OF BID/PROPOSALS

Prior to the designated closing time, any contractor or vendor may withdraw their proposal; however, no proposal shall be withdrawn for a period of ninety (90) days after the designated closing time for receipt of proposals.

## ADDENDA

All addenda issued by the District before the proposal due date shall become a part of the specifications loaned, shall be covered in the proposal, and will be made part of the contract. It is the responsibility of each bidder to check for any addenda issued related to this RFP before submitting a proposal.

## APPLICABLE LAW

The resulting contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all Federal and State laws, Local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

## DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the bidder's letterhead, signed, and attached to the Proposal affidavit form

## ALTERNATE PROPOSALS

Alternate proposals may be accepted, but should be submitted in writing to the District and approved within the stated question and answer period of the proposal. Alternate proposals may be rejected by the District.

## PRIOR AGREEMENTS

The terms set forth in this agreement constitute the full and final agreement between the School District of the Menomonie Area and the qualified vendor whose proposal is selected (hereinafter referred to
collectively as "the parties"), and these terms are the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of any prior course of dealings involving either or both of the parties. In entering into this Agreement, both parties represent that neither has relied up on any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

There are no conditions precedents to the effectiveness of this Agreement other than those expressly stated in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Terms set forth on any purchase order or like document prior to this Agreement do not modify, supplement or otherwise amend the terms set forth in this Agreement, and any such terms included in such prior documents have no force or effect.

## LIABILITY

The District is not liable for any costs incurred in replying to this proposal. All proposals become the property of the District and are considered public records (not confidential).

## DATA SHARING AGREEMENT

If vendor is awarded this bid, then in addition to an agreement detailing the relationship between the parties, the vendor shall also sign a Data Sharing Agreement with the District which provides that the vendor protects the confidentiality and security of the District's Data. The Data Sharing Agreement incorporates necessary compliance terms for Family Educational Rights and Privacy Act ("FERPA"), the EU's General Data Protection Regulation ("GDPR"), and other laws applicable to the District. The word "Data" as used in this document means personally identifiable information, employee records, student records/ FERPA information, financial information, health information, proprietary information, or any other information that the District is obligated to protection or maintain as confidential.

## INSURANCE REQUIREMENTS

Vendor agrees to indemnify, hold harmless, and defend the District, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of the contract. Vendor shall maintain in full force and effect during the term of the agreement, the following insurance: (1) general liability insurance of $\$ 1$ million dollars per occurrence, and $\$ 2$ million dollars aggregate per annum; (2) Worker's Compensation as prescribed by the State of Wisconsin; (3) automobile liability insurance of $\$ 1$ million dollars per occurrence, and $\$ 3$ million dollars per annum, (4) Umbrella liability insurance of $\$ 4$ million dollars per occurrence and per annum (5) Professional liability insurance of $\$ 1$ million dollars per occurrence (6) Employers liability insurance of $\$ 1$ million dollars per employee for accident and disease. If requested, the District shall be designated as an additional named insured on the Vendor's policy, and an appropriate endorsement deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by the District for a wrongful act of Vendor. Vendor agrees to ensure subcontractor compliance with Worker's Compensation insurance as prescribed by the State of Wisconsin. The District reserves the right to require additional insurance coverage including an increase in insurance limits.

## COOPERATIVE PURCHASING

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

## WISCONSIN OPEN RECORDS LAW

Respondents to this RFP are advised that all documents received by the School District of the Menomonie Area in connection with this RFP, including proposals, contracts, if any, and all other submitted attachments, will become the exclusive property of the School District of the Menomonie Area. Furthermore, to the extent permitted by law, it is the intention of the School District of the Menomonie Area to withhold the contents of the proposals, contracts, if any, and any other submitted documents, from public view until such times as the competitive or bargaining reasons no longer require non-disclosure in the opinion of the School District of the Menomonie Area. At that time, all proposals, and any resulting contracts thereof, and all other submitted documents in connection to this RFP, will be available for review in accordance with Wisconsin Open Records Law. Pursuant to Wisconsin State Statutes Section 19.36(5), protection from disclosure may apply to those pages in each submittal, as defined in Wisconsin Statutes Section 134.90(1)(c), and which are marked as TRADE SECRET, CONFIDENTIAL, or PROPRIETARY by the RFP respondent or other submitting party. The respondent shall mark each page separately; and any non-confidential data shall begin on the subsequent page. Marking all or nearly all, of the proposal as TRADE SECRET, CONFIDENTIAL, OR
PROPRIETARY may result in the rejection of the proposal. In this regard, the School District of the Menomonie Area may reject any proposal it cannot fairly evaluate without the information marked proprietary.

The School District of the Menomonie Area will not advise as the nature of the content of the documents marked as entitled to this protection of non-disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY as it determines to be appropriate. The School District of the Menomonie Area will endeavor to advise the RFP respondent of any requests for the disclosure of the material so marked with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY, and give the respondent or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested materials, the proposer respondent shall be solely responsible for notifying the submitting party of the requests. The School District of the Menomonie Area 's sole responsibility is to notify the proposer of the request for disclosure, and the School District of the Menomonie Area shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of the court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the School District of the Menomonie Area or its officers, employees, consultants, or subcontractors.

## PAYMENT

Standard payment terms are net 30 days. Invoices should be sent to kevin_tomaszewski@msd.k12.wi.us for processing. The School District of the Menomonie Area prefers payments to occur at the completion of major milestones. No payments will occur before the start of construction at the site.

## CHANGE ORDERS

Change orders are to be confirmed in writing prior to commencing any work related to the respective change order and shall be submitted to kevin_tomaszewski@msd.k12.wi.us.

## PRICING

Prices quoted herein shall remain firm throughout the initial term of the contract period. Subsequent renewal costs are not to increase more than the CPI and must be approved by the School District of the Menomonie Area. Rates for subsequent renewal periods shall not exceed the increase in the Consumer Price Index that is listed by the Bureau of Labor Statistics for the Midwest region, all items category. The listing of the CPI will be used for the annual increase. Changes in labor rates shall not be cause for increased pricing.

## QUESTIONS

All questions regarding this BID/proposal should be directed to justin_schuenemann@msd.k12.wi.us.

## END OF SECTION

## SECTION A EXECUTIVE SUMMARY

A. 1 Background. The School District of the Menomonie Area is issuing this Request for Proposals ("RFP") to solicit proposals from qualified LED lighting project Offerors ("Offeror" or "Offerors") interested in completing the installation of LED lighting at the School District of the Menomonie Area's Middle School, River Heights Elementary School, and Oaklawn Elementary School campus'. Interested Offerors are invited to submit proposals to complete installation for all of the sites identified in this RFP.

The LED lighting will include special design considerations required to make the lighting compatible with educational uses. This includes the installation of dimmers giving the staff flexibility on both lighting levels and front vs back of room lighting. In addition, it is the intent of the specifications, terms and conditions contained herein to describe the requirements and process for this procurement.

The following are core elements that will be considered when reviewing responses to this RFP:
i. Project Offeror Requirements. Offeror's submittals must meet the following minimum conditions to be considered. These are not worth any points, but Offeror's who fail to meet these criteria will not be considered.
a. Proposal submitted on time
b. Master electrician on staff, or have an established relationship with a Master electrician partner/subcontractor
c. Offeror responded to each section of the RFP
d. Offeror is an electrical contractor that has all applicable state and/or local licenses
A. 2 Procurement Process. The School District of the Menomonie Area is using a competitive RFP process, including evaluating and recommending Offerors for award of this LED contract.
i. Request for Proposals (RFP). Based on responses to this RFP, the School District of the Menomonie Area anticipates selection of one Offeror that provides the best value to the School District of the Menomonie Area.
ii. Qualified Person. Proposals are sought from entities that meet the following definition of a "qualified person":
"For the purposes of this paragraph (1), "qualified person" means a person who performs installations of lighting systems, and who: (A) has completed an apprenticeship as a journeyman electrician from a United States Department of Labor registered electrical apprenticeship and training program and received a certification of satisfactory completion; or (B) does not currently meet the criteria under clause (A) of this paragraph (1), but is enrolled in a United States Department of Labor registered electrical apprenticeship program, provided that the person is directly supervised by a person who meets the criteria under clause (A) of this paragraph (1).
A. 3 Selection Criteria. Proposals will be evaluated in accordance with Section C of this RFP.
A. 4 Proposal Format and Forms. Offerors will be required to submit their pricing proposals substantially in the format described in Section D of this RFP.

## A. 5. Attachments

| Attachment A.1 | Master Summary of Projects |
| :--- | :--- |
| Attachment A. 2 | Project Technical Overview |
| Attachment B | Proposal Equipment, Production, and Financial Data Forms |
|  | B. 1 Site Equipment |
|  | B. 2 Site Production Estimates |
|  | B. 3 Financial Estimates |
| Attachment C | Proposal Offer Form |
| Attachment D | Disclosure Form |

Attachment E | The School District of the Menomonie Area Supplementary |
| :--- |
| Contract Documents |
| Supplement A: List of Subcontractors |
| Supplement B: Reference Data Sheet |

| Attachment F | The School District of the Menomonie Area Bond and <br> Certificate Requirements |
| :--- | :--- |
| Attachment G | The School District of the Menomonie Area General and <br> Supplementary Conditions |

END OF SECTION

## SECTION B SCOPE OF WORK

B. 1 Scope of Work. In general, the selected Offeror(s) will be required to install lighting per the design provided by the School District of the Menomonie Area.

Offerors may provide proposals for Projects identified in Attachment A.
Although the School District of the Menomonie Area has conducted a feasibility level of due diligence, the Offerors' submittals should anticipate that unforeseen conditions or other factors could exist which may result in technical challenges to proceeding with an individual project or projects as described.
B.1.1 Site Information and Data. The School District of the Menomonie Area has organized information for the potential Projects to optimize Offerors' assessment of the site. Site information has been provided for Offerors' reference. All referenced documents are attached to this RFP in Attachments A. 1 through A. 2.

- Master Summary of Project(s) - Attachment A. 1
- Project Technical Overview - Attachment A. 2

The School District of the Menomonie Area makes no representations with respect to the accuracy or completeness of any of the information provided as part of this RFP regarding the sites, including their suitability. All provided information has been checked for accuracy, but errors or omissions may exist, for which the School District of the Menomonie Area shall have no liability. Offerors take sole and full responsibility for conducting any necessary due diligence and assessing the sites and their conditions in developing their proposals. Such assessment of the sites and their conditions shall be performed by the Offeror at its own cost.
B. 2 Specific Requirements. The Offeror's proposal shall address the following requirements.
B.2.1 Technical Requirements. All Systems proposed under this RFP must conform to industry best practices and the requirements that will be described in detail in Attachment A.2, along with site information provided in Attachment A. 1 and any addenda issued. Each Offeror must demonstrate how their proposal will meet these technical requirements, and its pricing must be based on these specifications.
B.2.2 Conformance with Laws Including Licensing, Accreditation and Registration. Each selected Offeror and its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District, state, local municipality (when applicable) and federal laws, including those relating to the licensing, accreditation, and registration.
B.2.3 Time is of the Essence. Time is of the essence with respect to the implementation of these Projects.

## END OF SECTION

## SECTION C EVALUATION AND AWARD CRITERIA

C. 1 Evaluation Process. The School District of the Menomonie Area shall evaluate submittals and any best and final offers in accordance with the provisions of this Section C and the School District of the Menomonie Area Procurement Policies and Procedures.
C. 2 Oral Presentation. The School District of the Menomonie Area may interview Offerors as part of the RFP process via telephone or web conference if it is deemed necessary.
C. 3 Proposal Evaluation. Each proposal will be evaluated to determine the proposal with the best value to the district.

END OF SECTION

## SECTION D PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization of Offerors' Proposals. References are made to other sections in this RFP for further explanation.
D. 1 Submission Identification. Emailed submissions shall be proffered in electronic PDF format, except for spreadsheet forms, which shall be submitted in Microsoft Excel format. The email subject line should state: "RFP 22-002 and your company name". Any Attachments should be named: "RFP 22-002 and your company name."
D. 2 Delivery of Submissions. Proposals must be sent via email to
justin_schuenemann@msd.k12.wi.us or mailed/dropped off at 215 Pine Avenue E Menomonie, WI 54751.
D. 3 Date and Time for Receiving Submissions. Submissions must be received no later than May 17, 2022 at 2:00 PM CST. The Offeror assumes the sole responsibility for timely delivery of its Submission.
D. 4 Proposal Organization (ALL PARTS I-VIII ARE REQUIRED). The School District of the Menomonie Area is seeking brief, clear and concise proposals. The submission shall be organized substantially as follows (NOTE: A SINGLE SUBMITTAL OF PARTS I-IV, AND VIVIII CAN BE SUBMITTED FOR PROJECT PROPOSALS THAT ADDRESS MULTIPLE INSTALLATION SITES; HOWEVER, A SEPARATE PART V SHOULD BE SUBMITTED FOR EACH LED PROJECT SITE PROPOSED BY THE OFFEROR.)

PART I Table of Contents. Proposals shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.

PART II Executive Summary. Each Offeror should provide an executive summary of no more than two (2) pages providing a brief synopsis of the highlights of its proposal and addressing the Offeror's capabilities, experience, access to capital and the experience of its management personnel.

PART III General Team Information and Firm(s) Data. Each Offeror should provide the following information for the principal Offeror firm and each of its sub-consultants.
A. Name(s), address(es), and role(s) of each firm (including all sub-consultants).
B. Description of the team organization, identify the single point of contact for the Offeror.

PART IV Technical Qualifications. Each Offeror should submit an electronic copy of a recently undertaken or completed LED project package that includes but is not limited to the following: project drawings, equipment specifications, component lists, and project schedules. This portion of the submittal will be used by the School District of the Menomonie Area to determine the quality and completeness of each Offeror's technical qualifications.

PART V Project Proposals. Offerors are to address each of the following:
A. Project Approach. The Proposal shall include a description of the approach the Offeror will use to procure equipment and components, construct, and commission the proposed Project(s). The Proposal shall describe how the Offeror will comply with the requirements of the RFP, obtain timely permits and approvals, and accommodate ongoing operations during construction, including how Offeror intends to meet the project schedule. The Proposal shall describe the Offeror's approach to Project and construction management, document control, and Project administration including risk mitigation and escalation processes. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of the Offeror's strategy for communicating with the School District of the Menomonie Area and assisting the District in its efforts to achieve the overall objective(s) for this project.
B. Technical Proposal. The Technical Proposal shall describe the equipment, materials, and methods the Offeror would employ if selected. Offerors shall provide a narrative that describes the equipment and systems proposed and discussing why these were selected as the optimal choice. This section shall include:
i. Proposed System Overview: Technical narrative that describes the proposed lighting, including but not limited to: general considerations, lighting levels, how dimmers and occupancy sensors will be incorporated into the project.
ii. Proposed Equipment List: Model, technical specifications, quantity and characteristics of: LED fixtures, dimmers and occupancy sensors. The Technical proposal will describe the availability, supply and quality of proposed equipment. Technical spec sheets should be included in this section.
PART VI Proposal Offer Form. Each Offeror shall submit a Proposal Offer Form substantially in the form of Attachment C. Material deviations from the proposal form may be sufficient to render the proposal non-responsive.

PART VII Disclosure Form. Each Offeror shall submit a Disclosure Statement substantially in the form of Attachment D.

PART VIII Supplementary Documents. Each Offeror shall submit the School District of the Menomonie Area Supplementary Documents A, and B, substantially in the form of Attachment E.

END OF SECTION

## SECTION E PROPOSAL PROCEDURES

E. 1 Contact Information. For information regarding this RFP please email Justin Schuenemann at justin_schuenemann@msd.k12.wi.us.
E. 2 Questions and Explanations to Prospective Offerors. Each Offeror should carefully examine this RFP and all amendments, and thoroughly familiarize itself with all requirements prior to proffering a submission. Addenda may be issued during the proposing period, and all Addenda become part of the Contract Documents. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must prepare a written request for interpretation or clarification. Questions should be directed to justin_schuenemann@msd.k12.wi.us no later than May 13, 2022 at 2:00 PM CST.
E. 3 Retention of Submissions. All submissions shall be retained by the School District of the Menomonie Area and therefore shall not be returned to the Offerors. Except for proprietary financial information, the submissions shall become the property of the School District of the Menomonie Area and the School District of the Menomonie Area shall maintain the right to distribute or use such information as it determines.
E. 4 Examination of Submissions. Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

## E. 5 Late Submissions; Modifications

A. Any submission received after the deadline specified for receipt will be rejected without further review.
B. The only acceptable evidence to establish the time of receipt is the electronic time-date of such submittal.
C. Any modification of a submission is subject to the same conditions throughout this RFP.
D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a modification of an otherwise successful submission which makes its terms more favorable to the School District of the Menomonie Area may be considered at any time it is received and may be accepted.
E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 90 days after the close of this solicitation.
E. 6 No Compensation for Preparation of Submissions. The School District of the Menomonie Area shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.
E. 7 Rejection of Submissions. The School District of the Menomonie Area reserves the right, in its sole discretion:
A. To cancel this solicitation or reject all submissions for any reason.
B. To reject submissions that fail to prove the Offeror's responsibility or access to capital.
C. To reject submissions that contain conditions and/or contingencies that in the School District of the Menomonie Area's sole judgment, make the submission indefinite, incomplete, otherwise nonresponsive, or otherwise unacceptable to the School District of the Menomonie Area.
D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
E. To take any other action within the applicable Procurement Regulations or law.
F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

END OF SECTION

## ATTACHMENT A <br> Site Information

## Attachment A. 1 - Master Site Summary

Menomonie Middle School is a public school with grades six through eight located at $92021^{\text {st }}$ Street SE, Menomonie, WI 54751 is a part of the School District of the Menomonie Area, a K-12 public school district. It serves students in central Dunn county with a small footprint in eastern St. Croix County.

River Heights Elementary School is a public school with grades K-5 located at $61524^{\text {th }}$ Avenue W, Menomonie, WI 54751. This elementary school also serves the community as a space for the boys and girls club and summer school programs. Installations will be required to coordinate with the summer school program to ensure minimal disruptions.

Oaklawn Elementary School is a public school with grades K-5 located at $50021^{\text {st }}$ Street SE, Menomonie, WI 54751.

END OF SECTION

## ATTACHMENT A. 2 LED Design Specifications

## 1. SITE ACCESS

Each selected offeror ("Offeror") will be required to comply with all applicable State and local laws, rules and regulations applicable to the installation of lighting. Prospective proposal offerors are cautioned that the sites encompass diverse uses and Offeror will be required to coordinate the construction activities with the School District of the Menomonie Area to avoid disrupting the school's use of the site.

## 2. PROJECT MANAGEMENT

### 2.1 Project Manager

Offeror shall assign a project manager ("Project Manager") from its firm based upon his/her professional experience, qualifications, and credentials most suitable to the Project. The Project Manager shall be assigned to the Project from RFP selection through execution and final delivery of the Project. The School District of the Menomonie Area anticipates that the Project Manager selected by the contractor shall ensure that all contract, schedule, and reporting requirements of the Project are met and shall be the primary point of day-to-day contact for the School District of the Menomonie Area.

## 3. SYSTEM DESIGN

### 3.1 Offeror Licensing

Offeror shall comply with all applicable licensing requirements for the work to construct and install the Project.

## $3.2 \quad$ Permits and Approvals

Offeror, at its sole cost and expense, shall obtain all permits and approvals required by applicable law for the Project from the School District of the Menomonie Area and agencies of the State of Wisconsin, the School District, and municipalities.

### 3.3 Technical Requirements

All components of the Project and their installation and subsequent operation shall comply with all applicable industry codes and standards and all applicable laws. Offeror shall demonstrate to the School District of the Menomonie Area reasonable satisfaction that at each site the existing structures will not be compromised or adversely impacted by the installation and/or operation of the system that the Offeror has proposed to install. In addition, an Offeror's proposed systems shall comply with the following requirements.

- LED Fixtures.

The System's LED fixtures proposed by Offeror shall comply with the following (at minimum):

- Fixtures shall have a CRI of 85 or greater
- Fixtures shall have a lighting temperature of 4500 K , however a fixture with adjustable temperatures would also be acceptable.
- Fixtures shall be new, undamaged, fully warranted without defect.
- Fixtures shall have a minimum 10-year warranty.
- If fixtures using hazardous materials are to be provided, then the environmental impact of the hazardous material usage must be disclosed, including any special maintenance requirements and proper disposal/recycling of the fixtures at the end of their useful life.
- Dimmers.

The dimmers proposed by Offeror shall comply with at least the following:

- Dimmers shall be compatible with the fixtures installed to reduce the chance of flickering at low light levels.
- In classroom spaces there shall be a separate dimmer for the front and back of the classroom allowing school staff lighting flexibility to aid instruction.
- Occupancy Sensors:
- Occupancy sensors shall be installed in all hallways, classrooms and gym spaces. Lighting shall be set to turn off after 15 minutes of no activity.


### 3.4 Bulb and Fixture Disposal

Disposal of bulbs and fixtures will be completed by the offeror as part of the Projects. Disposal will include fixtures, fluorescent bulbs, direct wire LED tubes, ballasts and any other material and debris encountered during the Projects. Replacement T8 LED tubes that are encountered are not to be disposed of. They will be collected by the District and coordinated with the Director of Buildings and Grounds.

### 3.5 Warranties

All work performed by Offeror must not render void, violate, or otherwise jeopardize any preexisting District facility or building warranties or the warranties of system components installed therein.

## END OF ATTACHMENT A

## ATTACHMENT B. 1 Site Equipment List

## Proposal offeror Name:

Site Name/Number:

| LED Panels |  |
| :--- | :--- |
| Model |  |
| Power (Watts AC) |  |
| Quantity |  |
| Model (additional) |  |
| Power (Watts AC) |  |
| Quantity |  |
| Model (additional) |  |
| Power (Watts AC) |  |
| Quantity |  |
| Model (additional) |  |
| Power (Watts AC) |  |
| Quantity |  |
| Model (additional) |  |
| Power (Watts AC) |  |
| Quantity |  |
| Dimmers |  |
| Model |  |
| Quantity |  |
| Dimmers |  |
| Model |  |
| Quantity |  |
| Occupancy Sensors |  |
| Model |  |
| Quantity |  |
|  |  |

END OF SECTION

## ATTACHMENT B.2. FINANCIAL ESTIMATES

Offers shall provide the School District of the Menomonie Area with financial information sufficient to independently verify the proposal submitted in Attachment C.

## Project Assumptions:

At minimum, the School District of the Menomonie Area seeks the following project assumptions used to model the Financial Proposal summarized below:

Site-Based Location:
Total Installation Cost (\$):
Equipment Life Expectancy (Years):
Upfront Cash Incentives (\$):
Operations and Maintenance if Applicable ( $\$ / \mathrm{kW} / \mathrm{Yr}$ ):

## END OF ATTACHMENT B

## ATTACHMENT C

## The School District of the Menomonie Area PROPOSAL OFFER FORM

## THE PROJECT AND THE PARTIES

### 1.01 TO:

THE SCHOOL DISTRICT OF THE MENOMONIE AREA
215 PINE AVENUE EAST
MENOMONIE, WI, 54751
1.02 FOR:
A. RFP 22-002 The School District of the Menomonie Area LED Project 2022
1.03 DATE: $\qquad$ (Proposal Offeror to enter date)
1.04 SUBMITTED BY: (Proposal offeror to enter name, address \& phone number.) Proposal offeror's Full Name: $\qquad$
Address: $\qquad$
City, State, ZIP: $\qquad$
Phone No. $\qquad$ Fax No. $\qquad$

## Contact Person:

$\qquad$
Email Address: $\qquad$
1.05 The Offeror has reviewed the RFP and the attachments thereto, and any addenda thereto and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary to submit its proposal in response to the RFP.

The Offeror's proposal and the cost components set forth are based on the Proposal Documents as issued and assume no material alteration of the terms of the Proposal Documents. (Collectively, the proposal and the cost components are referred to as the "Offeror's Proposal".)

The Offeror's Proposal is based on and subject to the following conditions:
i. The Offeror represents that, based on the information set forth in the Proposal Documents, the prices set forth in the Offeror's Proposal represent prices at which the Offeror is willing to enter into a transaction with the School District of the Menomonie Area. The Offeror acknowledges that the Proposal is one of the factors the School District of the Menomonie Area will use to recommend a contractor for this RFP.
ii. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this proposal form and bind the Offeror to the terms of the Offeror's Proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror to authorize the terms of the Offeror's Proposal.
iii. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP to fix or set prices; (ii) acted in such a manner to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

### 1.06 OFFER

Contractors:
The Contractor, in responding to the Request for Proposals for the design, construction and installation of the School District of the Menomonie Area 2022 LED Project for the identified Schools located in Menomonie, Wisconsin, having examined the Request for Proposals referenced attachments and supplementary documents prepared by the School District of the Menomonie Area and being familiar with the site of the proposed work, and with all of the conditions surrounding the site of the proposed work, including the availability of materials, labor, and equipment, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, miscellaneous items, provide all services and to provide all work in the categories stated below and contained in the submitted proposal. The Contractor's proposal amount shall cover all costs incurred in performing all the work required by the Proposal Documents, of which this Proposal is a part.

## Completion:

The Contractor, if awarded a contract, agrees to commence work and to fully complete this contract package by August 12, 2022.

The undersigned agrees to perform all work identified in the Proposal Documents and Contract Manual for the total price listed below. Enter proposal amount in written form (example: Nine Thousand, Nine Hundred and Ninety-Nine Dollars) and in numeric characters (example: \$9,999).

1) BASE PROPOSAL PRICE - (Bid for MMS, RHES \& OES)
$\qquad$
Base Proposal Price:
Written Form
\$
Numeric Characters
2) Base Proposal No. 2 - (Alternate Bid) *

Base Proposal Price: \$ $\$$
Written Form
Numeric Characters

* Offeror may add lines for additional alternate proposals as needed if the Proposal includes multiple hardwarelfixture options, or design variables to be considered.


### 1.07 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for ninety days from the proposal closing date.

## REQUIRED PROPOSAL INFORMATION - ALL PROPOSAL OFFERORS:

## The following items must be submitted with the proposal .

1. Proposal Documents as Described in the RFP

PART I Table of Contents.
PART II Executive Summary
PART III General Team Information and Firm(s) Data
PART IV Technical Qualifications
PART V Project Proposals.
A. Project Approach
B. Technical Proposal
i. Proposed Equipment List
ii. Financial Estimates
C. Non-Financial Elements

PART VI Proposal Offer Form (This Form).
PART VII Disclosure Form
2) Supplement A - Fill in the Attached List of Subcontractors and include with proposal Submission. This supplement is considered an integral part of this proposal form. Changes or substitutions to listed Subcontractors may not be made without consent of the District.
3) Supplement B - Fill in the attached Reference Data Sheet and include with proposal Submission. This supplement is considered an integral part of this proposal form.
4) Proposal Bond. Must be signed by the offeror and submitted with the proposal.

## Check all attached Boxes to confirm you have submitted a complete Proposal:

PROPOSAL Part I Table of Contents
PROPOSAL Part II Executive Summary
PROPOSAL Part III General Team Information and Firm Data
PROPOSAL Part IV Technical Qualifications
PROPOSAL Part V Project Proposals
PROPOSAL Part VI Proposal Offer Form
PROPOSAL Part VII Disclosure Form
$\square$ Supplement A - List of Subcontractors
$\square$ Supplement B - Reference Data Sheet
$\square$ Attachment F - Proposal Bond

## ADDENDA RECOGNIZED FOR THIS PROPOSAL:

Addendum No. $\qquad$ Dated $\qquad$

### 1.09 PROPOSAL FORM SIGNATURE(S) <br> The Corporate Seal of:

(Proposal Offeror - please print the full name of your Proprietorship, Partnership, or Corporation)
was hereunto affixed in the presence of:
(Authorized signing officer \& Title) (Signature or Seal)
(Authorized signing officer \& Title) (Signature or Seal)
1.10 If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF ATTACHMENT C

## ATTACHMENT D <br> DISCLOSURE FORM

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals):
A. With the School District of the Menomonie Area. Please identify any past or present business, familiar, or personal relationship in the space below.

Use extra sheets if necessary.
$\qquad$
$\qquad$
$\qquad$
$\qquad$
B. With the School District of the Menomonie Area's Board of Directors. Please identify any past or present business, familiar, or personal relationship in the space below.

Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

## OFFEROR:

By: $\qquad$
Name: $\qquad$
Title: $\qquad$
Date: $\qquad$

## END OF ATTACHMENT D

## ATTACHMENT E

The School District of the Menomonie Area Supplementary Contract Documents

## RF 22-002 The School District of the Menomonie Area <br> SUPPLEMENT A <br> LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the proposal submitted by:
(Offeror) $\qquad$
To: The School District of the Menomonie Area (Owner)
Dated $\qquad$ and which is an integral part of the Proposal Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:
LIST OF SUBCONTRACTORS (insert additional lines as needed WORK SUBJECT
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

END OF SUPPLEMENT A

## Proposal Offeror Name:

Provide company name, address, contact person, telephone number, and appropriate information on three services with requirements and scope similar to those included in this Request for Proposal.

## Company Name:

$\qquad$
Address: $\qquad$
Contact Person: $\qquad$ Phone/Email: $\qquad$
Services Performed: $\qquad$
Number of Years as a Customer: $\qquad$

Company Name: $\qquad$
Address: $\qquad$
Contact Person: $\qquad$ Phone/Email: $\qquad$
Services Performed: $\qquad$
Number of Years as a Customer: $\qquad$

Company Name: $\qquad$
Address: $\qquad$
Contact Person: $\qquad$ Phone/Email: $\qquad$
Services Performed: $\qquad$
Number of Years as a Customer: $\qquad$

END OF SUPPLEMENT B

## ATTACHMENT F BONDS AND CERTIFICATES

## RFP 22-002

> The School District of the Menomonie Area
> BOND AND CERTIFICATE REQUIREMENTS

00 60 00-27

## PARTICULARS

### 1.01 BONDS

A. Surety (bid) Bonds

1. Required and must be submitted with the proposal
2. Use AIA bid bond form A310.
3. The bid bond percentage should be $5 \%$.
4. electronically signed and sealed bid bonds are acceptable.
B. Performance, Labor, Materials \& Payment Bonds
5. Required. Will be executed after the contract is awarded and signed.
6. The performance, labor, materials \& payment bond percentage should be $100 \%$.

### 1.02 CERTIFICATES

A. Certificate of Insurance

1. Submit Certificate of Insurance to Owner upon notice of award.
2. See Pages $\mathbf{4}$ and $\mathbf{5}$ of this RFP, for INSURANCE requirements.

END OF ATTACHMENT F

# ATTACHMENT G <br> GENERAL AND SUPPLEMENTARY CONDITIONS 

RFP 22-002
The School District of the Menomonie Area
0070 00-28
GENERAL CONDITIONS
FORM OF GENERAL CONDITIONS
1.01 AlA Document A201, General Conditions of the Contract for Construction, 2017 Edition, is not bound in this Project Manual, but is included by this reference.
A. AlA Document A201-2017 may be examined at the Owner's place of business or via the following link http://content.aia.org/sites/default/files/201704/A201_2017\ sample\ \(002\).pdf

END OF SECTION


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|  | ${ }^{27}$ | ${ }_{\text {ctiol }}^{5}$ |  |  | soo |






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| Label | Units | ${ }_{\text {avg }}$ |
|  |  | ${ }_{18.98}^{20.10}$ |
| ${ }^{122}$ Workplane | ${ }^{\text {coser }}$ | 35.25 |
| 122 Workplane | ${ }_{\text {c }}$ | 35.50 |
| 125 Worppane |  | 24.00 <br> 26.00 |
| 12268 Workplane |  | 29.17 |
| 127-277.1.78. Workplane | ${ }_{\text {rc }}$ | 31.29 |
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| 139. Workplane |  | ${ }_{4}^{44.79}$ |
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| ${ }^{\text {L }}$ SoB Workplane |  | ${ }_{20}^{30.15}$ |
| 1514 Workplane | ${ }^{\circ}$ |  |
|  | ¢ | ${ }_{\text {30, }}^{300}$ |
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| 154. Workpane |  | 2.5.50 |
| 162 A Woorplane | ${ }^{\text {cose }}$ | 38.60 |
| 164 Workpane | ${ }^{\text {c }}$ | 15.39 |
| 165 Worforne | ${ }_{\text {rc }}^{\text {rc }}$ | ${ }_{\text {che }}^{6.452}$ |
| 166. Workplane |  | 44.88 |
| ${ }^{167}$ Weorpane |  | 34.50 <br> $\substack{\text { a }}$ |
| COARRIOR R TooE Worklane | ${ }^{\text {coser }}$ | 20.46 |
| Vestbile toof Workplane |  | 0.00 |
| 1004 Workplane | cold | 33.59 |
| 106. Workplane | ${ }^{\text {c }}$ | 0.00 |
| (107 Workpane | $\underset{\substack{\text { rc } \\ \mathrm{rc} \\ \hline}}{ }$ | ${ }_{4}^{44.29}$ |
| no Workplane | c | ${ }_{4}^{44.85}$ |
|  | 旡 |  |
| 14.4 Workplane | ${ }_{\text {rc }}$ | 43.86 |
| $\frac{15}{15}$ Workpane | $\underset{\substack{\mathrm{rc} \\ \mathrm{rc} \\ \hline}}{ }$ | ${ }_{4}^{43,75} 4$ |
| 117. Workpane | $\underset{\substack{\mathrm{rc} \\ \mathrm{cc} \\ \mathrm{cc}}}{ }$ | ${ }_{4}^{4229}$ |
| 199 Workpane | $\mathrm{fc}^{\text {fo }}$ | 35.00 |



Page 2 of 2


Scale: 1 inch $=16 \mathrm{Ft}$.

| Luminaire Schedule |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Symbol | Qty | Label | Description | Luminaire Watts | Total |
| $\cdots$ | 90 | A.30 | $2 \times 4$ LED FLAT PANEL (30W) | 30 | 2700 |
|  | 346 | A-40 | $2 \times 4$ LED FLAT PANEL (40W) | 40 | 13840 |
|  | 74 | A. 50 | $2 \times 4$ LED FLAT PANEL (50W) | 50 | 3700 |
| $\otimes$ |  | A21 | LED A2 LAMP | 0 |  |
| , | 24 | D.20 | 1 1X4 $_{4}$ RECESSED TROFFER (20W) | 20 | 480 |
|  | 25 | D.30 | 1x4 LED TROFFER (30W) | 30 | 750 |
| $\square$ | 12 | HB-13 | LED HIGHBAY W/ CORD | 91 | 1092 |
| $\square$ | 24 | HB-26 | LED HIIGBAY W/ Cord and cace | 178 | 4272 |
| $\cdots$ | 15 | 5.30 | 4'LED STRIP (30W) | 30 | 450 |
| $\cdots$ | 31 | S-40 | 4'LED STRIP (40W) | 40 | 1240 |
| $\cdots$ | 8 | 5.50 | 4'LED STRIP (50W) | 50 | 400 |
|  | 6 | S1-61-WC | $8^{\prime}$ LED STRIP WITH WIRECUARD | 61 | 366 |
| $\square$ | 3 | SD | 14 INCH SQUARE SURFACE MOUNT DISK | 26 | 78 |


| Calculation Summary |  |  |  | Calculation Summary |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Label | Units | Avg | Max/Min | Label | Units | Avg | Max/Min |
| 101 | Fc | 45.95 | 1.90 | 133_Workplane | Fc | 32.40 | 3.71 |
| 101A_Workplane | Fc | 56.17 | 1.73 | 135_Workplane | Fc | 35.25 | 1.29 |
| 1018_Workplane | Fc | 39.53 | 3.70 | 136 GYM 1 _Workplane | Fc | 45.81 | 4.13 |
| 102A | Fc | 35.90 | 1.54 | 137 GYM 2_Workplane | Fc | 45.28 | 4.33 |
| 102B_Workplane | Fc | 34.14 | 2.76 | 138 GYM 3_Workplane | Fc | 44.16 | 6.40 |
| 102C_Workplane | Fc | 47.03 | 2.30 | 139_Workplane | Fc | 49.98 | 2.75 |
| 103_Workplane | Fc | 38.50 | 1.45 | 140_Workplane | Fc | 49.88 | 2.59 |
| 104_Workplane | Fc | 38.17 | 3.09 | 141_Workplane | Fc | 49.85 | 2.59 |
| 105 | Fc | 44.69 | 3.73 | 143_Workplane | Fc | 22.00 | 1.20 |
| 107 | Fc | 37.39 | 2.63 | 144_Workplane | Fc | 20.25 | 1.05 |
| 108_Workplane | Fc | 51.05 | 5.79 | 146_Workplane | Fc | 49.95 | 2.71 |
| 109_Workplane | Fc | 51.13 | 5.86 | 147_Workplane | Fc | 50.05 | 2.75 |
| 110_Workplane | Fc | 51.13 | 5.86 | 148_Workplane | Fc | 49.98 | 2.71 |
| 111 | Fc | 69.00 | 2.00 | 149_Workplane | Fc | 49.90 | 2.71 |
| 114A_Workplane | Fc | 36.50 | 1.03 | 150 TECH_Workplane | Fc | 49.33 | 3.83 |
| 1148_Workplane | Fc | 30.00 | 1.22 | 152_Workplane | Fc | 55.86 | 4.10 |
| 117_Workplane | Fc | 48.80 | 2.79 | 153_Workplane | Fc | 55.94 | 4.10 |
| 118_Workplane | Fc | 48.70 | 2.79 | 154_Workplane | Fc | 55.94 | 4.10 |
| 119_Workplane | Fc | 48.73 | 2.79 | 155 | Fc | 30.46 | 4.27 |
| 120-Workplane | Fc | 49.68 | 3.55 | 156_Workplane | Fc | 43.00 | 1.29 |
| 121 TolLET_Workplane | Fc | 21.50 | 1.53 | 157 | Fc | 37.06 | 2.43 |
| 121_Workplane | Fc | 49.75 | 2.88 | BR | Fc | 72.08 | 2.44 |
| 121A_Workplane | Fc | 27.25 | 1.57 | BR2 | Fc | 34.95 | 2.13 |
| 122_Workplane | Fc | 49.77 | 2.88 | BR3 | Fc | 45.80 | 1.57 |
| 123_Workplane | Fc | 27.75 | 1.15 | BR4 | Fc | 35.25 | 1.91 |
| 124A_Workplane | Fc | 35.25 | 1.03 | CH1 | Fc | 48.07 | 2.07 |
| 124B_Workplane | Fc | 20.00 | 1.11 | Mechanical | Fc | 46.50 | 1.62 |
| 125 | Fc | 51.38 | 2.23 | Mens | Fc | 40.00 | 1.88 |
| 125A_Workplane | Fc | 42.50 | 1.27 |  |  |  |  |
| 126 | Fc | 57.44 | 2.06 |  |  |  |  |
| 126A_Workplane | Fc | 28.83 | 1.04 |  |  |  |  |
| 127 KITCHEN_ <br> Workplane | $\mathrm{Fc}^{\text {c }}$ | 40.90 | 5.50 |  |  |  |  |
| 128 | Fc | 26.55 | 2.47 |  |  |  |  |
| 131_Workplane | Fc | 33.89 | 3.32 |  |  |  |  |
| 132_Workplane | Fc | 25.63 | 4.10 |  |  |  |  |

To request the Project Quotation for these materials or to place the


