



**The Straits Lighting Company**

Consulting | Energy Savings | Design

# LED Lighting Proposal

**ITB #14-025: PARK-N-RIDE LED LIGHT  
FIXTURES Phase II**



37000 Grand River Avenue  
Suite 130  
Farmington Hills, MI 48335

p. (248) 631-4729  
f. (248) 671-0624

skelly@straitslighting.com  
www.straitslighting.com





**The Straits Lighting Company**

Consulting | Energy Savings | Design

## Letter of Transmittal

City of Key West  
3126 Flagler Avenue  
Key West, Florida 33040  
RE: PARK-N-RIDE LED LIGHT FIXTURES Phase II  
ITB # 14-025

Thursday, September 18, 2014

Ladies and Gentleman:

Please allow this letter to serve as The Straits Lighting Company's acknowledgement of our understanding of the lighting specifications, scope of work, and other requirements contained in the "PARK-N-RIDE LED LIGHT FIXTURES Phase II ITB # 14-025" dated August 3, 2014 including, but not limited to:

- The requirement to have attended the Mandatory Pre-Bid Submittal Meeting on August 27, 2014
- The requirement to provide all materials, equipment, and labor necessary to accomplish the Park-N-Ride LED Fixtures Phase II Project
- The count and specifications of various interior and exterior lights to be replaced with LED lighting and warranty requirements of the materials and work
- The requirement to provide a Lump Sum Base Bid

I certify that we possess or will acquire all of the appropriate licenses, insurances and bonding required to serve the City of Key West, and that I am authorized to bind the company as to price quotations. I further certify that all of the information contained herein is accurate and truthful. The prices quoted herein are valid for 90 days from the date of this letter.

We appreciate the opportunity to serve The City of Key West and look forward to exceeding your expectations if chosen as the winning firms.

Kind Regards,

Sean P. Kelly  
Principal

The Straits Lighting Company

37000 Grand River Avenue, Suite 130  
Farmington Hills, MI 48335  
P (248) 214-9154 | F (248) 671-0624  
skelly@straitslighting.com | www.straitslighting.com



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**BID FORM**

**To:** The City of Key West  
**Address:** 3126 Flagler Ave., Key West, Florida 33040  
**Project Title:** PARK-N-RIDE LED LIGHT FIXTURES Phase II  
**Project:** ITB # 14-025

**BIDDER'S INFORMATION**

**Name:** The Straits Lighting Company, LLC

**Address:** **Headquarters**  
37000 Grand River  
Suite 130  
Farmington Hills, Michigan 48335

**Key West Representative Office**  
Rob Eggers  
1404 Patricia  
Key West, Florida 33040

**Chicago Office**  
73 Monroe Street  
Suite 208  
Chicago, Illinois 60603

**Taiwan Office**  
Number 92, Jingshen Road  
Suite 12-F  
Taischung City, Taiwan 405 (PRC)

**Distribution Center**  
12501 Grand River  
Brighton, Michigan 48116



Contact Name: Sean P. Kelly  
Email: [skelly@straitslighting.com](mailto:skelly@straitslighting.com)  
Telephone: Toll-Free: (855) TSLCLED  
Direct: (248) 214-9154  
Fax: (248) 671-0624

Signature:  Date: September 17, 2014

#### **BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including material and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

#### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if the Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

#### **CERTIFICATES OF INSURANCE**

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.



## **START OF CONSTRUCTION AND COMPLETION TIME**

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within ninety (90) calendar days after the date of the Notice to Proceed.

## **LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

## **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda NO's \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include all impacts resulting from said addenda.

## **SALES AND USE TAXES**

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid prices for the work.

## **PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein and shown on the Drawing/Photos (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.



**BID FORM**

**ITB # 14-025: PARK-N-RIDE LIGHT FIXTURES Phase II**

**LUMP SUM BASE BID PRICE FOR MULTIPLE LED LIGHTING AND FIXTURES  
(EQUIPMENT MEASUREMENTS TO BE VERIFIED BY BIDDER)**

\$ 41,873.50

Forty-One Thousand Eight Hundred Seventy Three and Fifty Cents

Bid Total in Words

**\*ALL BIDS SHALL INCLUDE REMOVAL AND DISPOSAL OF ALL ELEMENTS  
OF EXISTING LIGHT FIXTURES**

**BID BREAKDOWN\***

The Bidder shall provide a Schedule of Values for all aspects of the project including mobilization/demobilization, labor and material, permitting, etc. required or to be used for project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: Installation

Name: Nearshore Electric, Incorporated

Address: 5680 1st Avenue #5  
Stock Island, Florida 33040



The name of the Bidder submitting this Bid is: The Straits Lighting Company

Doing business at 37000 Grand River Ave, Suite 130

City Farmington Hills State Michigan Zip 48335

Telephone No. Toll – Free: (855) TSLC LED Direct: (248) 214-9154

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principal are as follows:


Name	Title
<u>Ricky P. Singh</u>	<u>President and CEO</u>
<u>Sean P. Kelly</u>	<u>Senior Vice President, Sales</u>
<u>Paul E. Dowd</u>	<u>Senior Vice President, Business Dev.</u>

#### Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18th September, 2014.

(SEAL)

Name of Corporation The Straits Lighting Company

By:   
Sean P. Kelly

Title: Senior V.P., Principal

Attest:   
Secretary

#### If Sole Proprietor of Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_



Note: The Straits Lighting Company and its installer Nearshore Electric, will obtain any and all Bonds, Insurances, or other protective measures required by the State of Florida, The City of Key West and this response to ITB # 14-025, if selected as the winning

## **FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_, hereinafter called the PRINCIPAL, and \_\_\_\_\_, a corporation duly organized and existing under and by virtue the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner (Obligee), in the sum of : \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

### **THE CONDITION OF THIS BOND IS SUCH THAT:**

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for ITB 14-025 PARK N RIDE LED LIGHTING Phase II.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

#### **PARK N RIDE LED LIGHTING Phase II**

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the bas Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within five (5) working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.



Pg.2  
Florida Bid Bond

Signed and sealed this \_\_\_\_\_ day of, \_\_\_\_\_ 2014.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Attorney-In-Fact



**SWORN STATEMENT UNDER SECTION 287.133(3) (a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITB #14-025: PARK N RIDE LED LIGHTING Phase II**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB # 14-025 for PARK-N-RIDE LED LIGHT FIXTURES Phase II

—

The Straits Lighting Company

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is 37000 Grand River, Suite 130, Farmington Hills, MI and  
(if applicable) its Federal Employer Identification Number (FEIN) is 45-4578258 (If  
the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement.)

3. My name is Sean P. Kelly and my relationship to  
(Please print name of individual signing)  
the entity named above is Principal and Senior Vice President of Sales.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into



a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

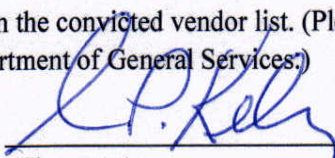
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

☒ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
(Signature)

September 18, 2014  
(Date)

STATE OF

Michigan

COUNTY OF

Wayne, acting in Oakland County

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Sean P. Kelly



(Name of individual  
signing) who, after first being sworn by me, affixed his/her signature in the space provided above on  
this 18<sup>th</sup> day of September, 2014.

My commission expires: June 17, 2020 Cynthia L. Woods  
NOTARY PUBLIC





**ANTI-KICKBACK AFFIDAVIT**

PROJECT ITB #14-025: PARK N RIDE LED LIGHTING Phase II

STATE OF Michigan )  
COUNTY OF Wayne, acting : SS  
in Oakland County

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *[Signature]*

Sworn and subscribed before me this 18<sup>th</sup> day of September, 2014.

*Cynthia L. Woods*  
NOTARY PUBLIC, State of Michigan

My Commission Expires: June 17, 2020





## CITY OF KEY WEST INDEMNIFICATION FORM

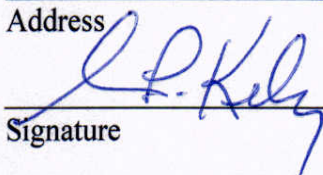
To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agree to in the Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefits acts, or other employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: The Straits Lighting Company, LLC SEAL:

37000 Grand River Ave, Suite 130, Farmington Hills, MI

Address



Signature

Sean P. Kelly

Print Name

Principal, Senior Vice President Sales

Title

September 18, 2014

Date



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22**  
**SECTION 2-798 PROJECT ITB #14-025: PARK N RIDE LED LIGHTING Phase II**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Nearshore Electric, Inc. Phone: (305) 294-3991

Current Local Address 5680 1st Avenue #5, Stock Island, FL Fax: (305) 294-3043  
(P.O Box numbers may not be used to establish status)

Length of time at this address 10 Years

\_\_\_\_\_  
Signature of Authorized Representative      Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_,

(Name of officer or agent, title of officer or agent)

of \_\_\_\_\_

(Name of corporation acknowledging)

Or has produced \_\_\_\_\_ as identification

(Type of identification)

\_\_\_\_\_  
Signature of Notary

Return Completed form with

\_\_\_\_\_  
Print, Type or Stamp Name of Notary



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

PROJECT ITB# 14-025: PARK N RIDE LED LIGHTING Phase II

STATE OF Michigan )  
COUNTY OF Wayne ) : SS  
acting in Oakland County

I, the undersigned hereby duly sworn, depose, and say that the firm of  
The Straits Lighting Company, LLC  
provides benefits to domestic partners of its employees on the same basis as it provides  
benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: J. E. Kelly

Sworn and subscribed before me this  
18<sup>th</sup> day of September, 2014.

Cynthia R. Wood  
NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: June 17, 2020

**City Ordinance Sec. 2-799**

**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- 1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
  - 2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.



- 3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a) For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b) For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c) For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number days allowed.
- 4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of the bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
- 5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains a five (5) or more full-time employees.
- 6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- 7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provisions of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registrations by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.



- 8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees. (b) Equal benefits requirements
- 1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - 2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - 3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - 4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - 5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
  - 6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - 7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- 1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - 2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.



- 3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - 4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- 1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - 2) The city may terminate the covered contract; or
  - 3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - 4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - 5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.
- The provisions of this section shall not apply where:
- 1) The contractor does not provide benefits to employees' spouses.
  - 2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - 3) The contractor is a governmental entity.
  - 4) The sale or lease of city property.
  - 5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisitions services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act" CCNA).
  - 6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines the either:
    - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
  - 7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:



- a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**CONE OF SILENCE AFFIDAVIT**

STATE OF Michigan )  
 : SS  
COUNTY OF Wayne acting  
 in Oakland County

I, the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of The Straits Lighting Company have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this  
18<sup>th</sup> day of September, 2014.

Cynthia L. Woods

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: June 17, 2020

**Sec. 2-773. Cone of Silence**

(a) Definitions. For purpose of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods and services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding



a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
  - 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.
- (b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:
- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
  - 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
  - 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
  - 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.
- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:
- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
  - 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
    - (a) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
    - (b) The City Clerk shall include all written communications as part of the agenda item when publishing information related to a particular Competitive Solicitation.
  - 3) Oral communications at duly noticed pre-bid conferences;
  - 4) Oral presentations before publically noticed evaluation and/or selection committees;



- 5) Contract discussing during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchase exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.



- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.



# **SCOPE OF SERVICES**



## SCOPE OF SERVICES

The purchase, delivery & installation of multiple LED lighting fixtures at the following job location and in accordance with the work specified herein:

Park N Ride Garage  
300 Grinnell Street  
Key West, FL 33040

Contact: Norman Whitaker or Rogelio Hernandez

Phone: (305) 809-3910

Fax: (305) 292-8285

Email: [nwhitaker@keywestcity.com](mailto:nwhitaker@keywestcity.com), [rhernan@keywestcity.com](mailto:rhernan@keywestcity.com)

### **Lighting Specifications – AKNOWLEDGED & STIPULATED**

- Light fixture shall be designed or shielded so that light is directed onto parking area.
- Fixture style shall be reviewed and approved by the City of Key West.
- Parking garage lighting shall meet current lighting standards using LED lighting.
- Fixture shall be compatible with current electrical source.
- Lighting fixture shall be compatible with existing mounting hardware or shall include an adaptor for mounting to existing hardware • Consistent with Buy American Act • Five (5) year warranty on all parts.
- Ten (10) year warranty on exterior fixture.
- Fixture shall be equipped with surge protector up to 10,000 transient volts.

### **Bidder shall include the following information as part of the bid package:**

- Provide estimated annual cost savings over current lighting system.
- Provide estimate of annual carbon footprint reduction.
- Provide estimate of annual KWH reduction.
- Provide fixture recommendation that shall be able to withstand or be durable in subtropical, salty environment.
- Provide manufacture information and warranty on parts and fixtures
- Provide photos and documentation of proposed lighting
- Please provide two (2) references that are currently using each type of light fixture proposed
- Description of maintenance procedures

The Financial Overview and on the next page answer the first three bullet points above in great detail.



# Energy Efficiency Analysis

## LED Lighting Solution

A Lighting and Energy Management Proposal Prepared For:

## The City of Key West - RFP

CITY OF KEY WEST

KEY TO THE CARIBBEAN - AVERAGE YEARLY TEMPERATURE 77° F



The Straits Lighting Company

Consulting | Energy Savings | Design

LED Lighting Specialists

September 17, 2014

**Presented By:**

**Sean Kelly**  
SVP of Sales  
248-214-9154

[skelly@straitslighting.com](mailto:skelly@straitslighting.com)  
[www.straitslighting.com](http://www.straitslighting.com)

**Robb Eggers**  
Senior Consultant  
305-917-5218

[reggers@straitslighting.com](mailto:reggers@straitslighting.com)  
[www.straitslighting.com](http://www.straitslighting.com)

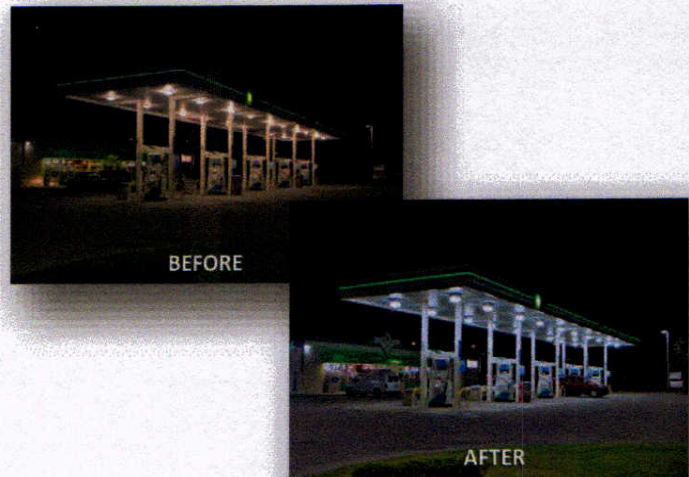
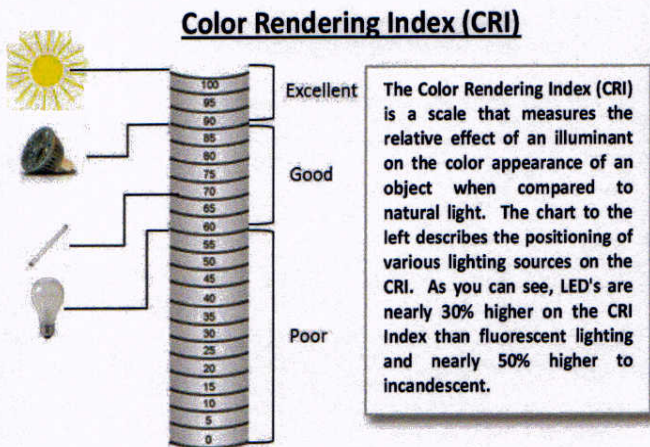
\*The Straits Lighting Company, LLC makes no representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the content enclosed, and expressly disclaims any representations regarding energy savings and public/private rebates. Calculations contained therein are formulated to the best of our knowledge, given the information provided by the client. Inaccuracies in the provided information may result in material or immaterial changes to the energy calculations as well as the pricing.



# Why LED?

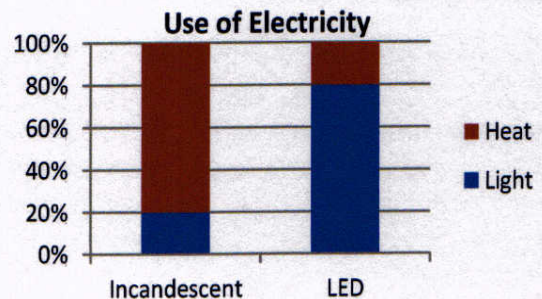
## LED is a Better Light

Have you ever wished that you could Photoshop your life? Would you like the products on your shelves or in your showrooms to look as good as they do in your advertisements? Enhanced lighting can be a solution, bringing richer colors and higher acuity to your customers' visual spectrum. LEDs (Light Emitting Diodes) are the closest commercial-grade lighting to natural sunlight. Because of LED's high position in the Color Rendering Index (CRI), merchandise under its light can look more appealing. Colors will look far richer and brighter than with conventional fluorescent and incandescent lighting. When used indoors, LED can help to create a cleaner, more aesthetically pleasing space. When used outdoors, the higher acuity can make parking lots safer and service areas more inviting.



## LED is More Efficient

A major benefit of LED lighting is the reduced power consumption. When designed properly, an LED circuit will approach an 80% efficiency, which means that 80% of the electrical energy expended is converted into light. The remaining 20% of the electrical energy is released as heat. When compared to conventional incandescent bulbs, which operate at approximately 20% efficiency, LED lights can reduce your lighting energy expenditures by 75%.



## LED is Supported by Public and Private Incentives

Given the significant environmental benefit and sustainability of high efficiency lighting, governmental and private entities are willing to provide substantial economic incentives to upgrade your lighting system to LED and induction. These various incentives to "go green" can be significant, often offsetting up to 50% of the costs associated with the retrofit.

## LED is Green!

One of the best reasons to retrofit your business with LED lights is the significant reduction of harmful carbon dioxide into the atmosphere. This can't be measured in dollars, but surely can be measured by the good it does for you, your family and this planet. In the end it benefits all of us.

ThinkGreen

American Recovery and Reinvestment Act





## Financial Overview

The Straits Lighting Company is pleased to present this proposal for a new energy efficient lighting system. This proposal includes all materials and installation required to make your new energy efficient lighting system a reality. In addition to installation, Straits Lighting will help to provide all documentation needed to obtain tax incentives, utility company rebates as well as project financing, if requested.

### General Assumptions:

Cost of Electricity Per kWh:	\$	0.148	Energy Inflation:	5%
Lights Replaced:		214		
Kilowatts Saved:		23,456 (One Year)		
		117,281 (Five Years)		
<b>100% of Project Cost Covered by Financing - No Up-Front, Out-of-Pocket Costs</b>				

- Project Goals:**
1. Improve Lighting Quality
  2. Reduce Operating Costs
  3. Significantly Reduce Maintenance Expenses
  4. Reduce the Company's Carbon Footprint

<b>Net Investment:</b>	<b>Estimated Material Cost:</b>	\$	<b>25,267</b>
	Estimated Labor Cost:	\$	-
	Sales Tax:	\$	-
	Estimated Utility Company Rebate:	\$	-
	<b>Total Project Cost:</b>	\$	<b>25,267</b>
<b>Savings:</b>	Year 1 Projected Energy Savings:	\$	3,472
	Year 1 Projected Heat Defeat Savings:	\$	-
	Year 1 Maintenance Savings:	\$	1,013
	<b>Total Savings:</b>	\$	<b>4,484</b>
<b>Tax Incentive:</b>	Energy Efficient Commercial Building Incentive:	\$	-
	(Assumes a 35% effective tax rate)		
	Simple Payback (net of tax incentive):		5.2 yrs
	<b>Average Annual Return on Investment (10 yr):</b>		<b>21%</b>
<b>Financing:</b>	Amount Financed:	\$	25,267
	Term: (Years)		5
	Monthly Payment:	\$	(460)
	Monthly Energy/Replacement Savings (stabilized):	\$	388
	<b>Net Present Value (10 yr)</b>	\$	<b>17,004</b>

<b>Benefits:</b>	1. Lighting Acuity Increased Dramatically		
	2. Operating Cost Reduction (1 year):	\$	4,484
	Operating Cost Reduction (5 year):	\$	24,246
	3. Bulb Maintenance Virtually Eliminated	\$	-
	4. Carbon Dioxide Eliminated from Atmosphere:		35,184 lb's.



# The City of Key West - RFP - Proforma of Lighting Savings



Energy Cost Inflation	5%	Retrofit	5%
kWh Usage	42,387		18,931
kW Rate (\$/kWh)	\$ 0.148		\$ 0.148
Estimated Annual Usage	\$ 6,273		\$ 2,802
Annual Cost of Bulb Replacement	\$ 1,013		\$ 25,267
Retrofit Cost (Excluding Incentives)			

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Current Lighting Energy Costs	\$ 6,273	\$ 6,587	\$ 6,916	\$ 7,262	\$ 7,625	\$ 8,006	\$ 8,407	\$ 8,827	\$ 9,269	\$ 9,732	
Projected Lighting Energy Costs (w/ Retrofit)	\$ 2,802	\$ 2,942	\$ 3,089	\$ 3,243	\$ 3,406	\$ 3,576	\$ 3,755	\$ 3,942	\$ 4,139	\$ 4,346	
Lighting Energy Savings	\$ 3,472	\$ 3,645	\$ 3,827	\$ 4,019	\$ 4,220	\$ 4,431	\$ 4,652	\$ 4,885	\$ 5,129	\$ 5,385	
Current HVAC Usage to Defeat Heat Waste (Current Lighting)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Projected HVAC Usage to Defeat Heat Waste (LED)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
HVAC Energy Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Current Ongoing Maintenance	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	
Projected Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Additional Savings	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	\$ 1,013	
<b>Total Savings</b>	<b>\$ 4,484</b>	<b>\$ 4,658</b>	<b>\$ 4,840</b>	<b>\$ 5,032</b>	<b>\$ 5,232</b>	<b>\$ 5,443</b>	<b>\$ 5,665</b>	<b>\$ 5,898</b>	<b>\$ 6,142</b>	<b>\$ 6,398</b>	

Tax Incentive	\$ -
Public Utility Rebate	\$ -
Federal Grant	\$ -

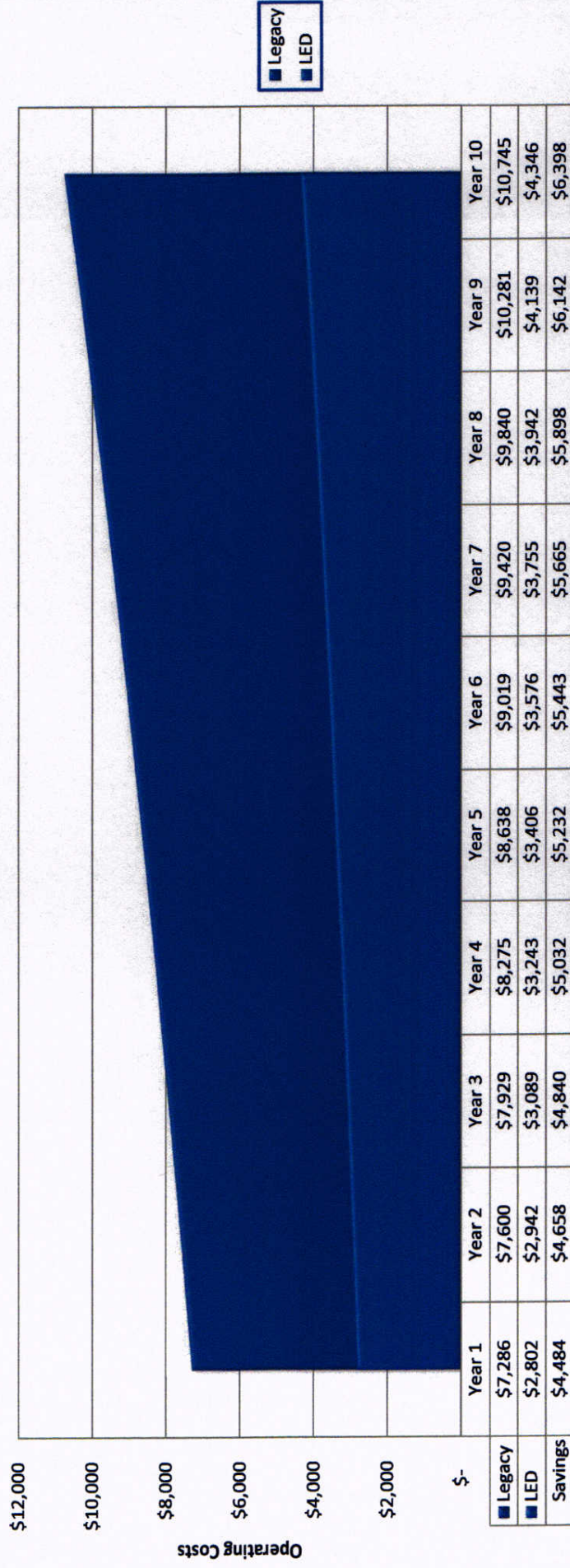
<b>Total Incentives</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Cash Flow</b>	<b>\$ (25,267)</b>	<b>\$ 4,484</b>	<b>\$ 4,658</b>	<b>\$ 4,840</b>	<b>\$ 5,032</b>	<b>\$ 5,232</b>	<b>\$ 5,443</b>	<b>\$ 5,665</b>	<b>\$ 5,898</b>	<b>\$ 6,142</b>	<b>\$ 6,398</b>
IRR		18%	18%	19%	20%	21%	22%	23%	24%	25%	
Average Cash on Cash											
Payback Period (years)											
NPV											

<b>Debt Service Payment</b>	
Interest	2.99%
Term (years)	5
Loan Amount	25,267

<b>Total Return</b>	\$ (1,031)	\$ (858)	\$ (675)	\$ (484)	\$ (283)	\$ 5,665	\$ 5,898	\$ 6,142	\$ 6,398	
NPV										
KW Saved/\$ Spent:										



## Operating Cost Analysis



\* Years 6-8 Increase in LED operating expenses represents replacement/maintenance of LED power drivers.

IRR	16%
Average Cash on Cash	21%
Payback Period (years)	5.19
NPV	\$ 14,873





## QUOTE FOR MATERIALS

QUOTE #: 418991

DATE September 17, 2014

**VENDOR** The Straits Lighting Company  
37000 Grand River Ave, Suite 130  
Farmington Hills, MI 48335  
(855) 875 - 2533

CUSTOMER: CITY OF KEY WEST  
3126 FLAGLER AVENUE  
KEY WEST, FL 33040

**SALES PERSON:** *Sean Kelly & Robb Eggers*

SHIP TO: CITY OF KEY WEST  
3126 FLAGLER AVENUE  
KEY WEST, FL 33040

**JOB:** *City of Key West -- RFP*

#### SHIPPING METHOD

STANDARD LTL

## PAYMENT TERMS

50% DEPOSIT REQUIRED AT TIME OF ORDER / 50% FINAL PAYMENT AT DELIVERY

EXPECTED DELIVERY DATE

6-8 WEEKS FROM DATE OF ORDER

[illegible]

## NOTES

If a reseller, please provide a completed W9 form.

By placing a Purchase Order against this Sales Quotation Customer confirms that it has read and accepts without modification The Straits Lighting Company Terms and Conditions (see attached) in effect at the date of this Sales Quotation. Unless otherwise specified by customer documentation and agreed by both parties all specifications will meet the internal standards of The Straits Lighting Company.





# Nearshore Electric, Inc.

State Certified Electrical Contractor

#EC13001186

## Scope of Work

Owner: City of Key West  
Phone: (248) 214-9154 E-mail: [skelly@straitslighting.com](mailto:skelly@straitslighting.com)  
Project: City of Key West Park-N- Ride  
Project Address: 300 Grinnell St.  
Key West, Florida 33040

Job #140825  
Confidential

September 17, 2014

To all concerned,

We are pleased to offer you our proposal for the electrical work required at 300 Grinnell St. in Key West Florida. All work performed by Nearshore Electric, Inc. shall conform to current codes, regulations, and project specifications. All work performed by Nearshore Electric, Inc. shall be warranted for a period of one year. The following breakdown describes the items and services that Nearshore Electric, Inc. shall provide as well as any exclusion from our scope of work.

### INCLUDED IN BID:

- ◆ Remove and replace (26) W/P fluorescent fixture and replace with (26) new W/P LED fixtures
- ◆ Remove and replace (3) pole lights and (6) fixtures ( 2 lights fixtures per pole) w/ new poles and LED fixtures.
- ◆ Remove and replace (2) wall unit type fixtures with new LED fixtures
- ◆ Remove and replace (24) Security /Flood type lights with LED type fixture (includes replacing of W/P box and liquid tight whip)
- ◆ Remove old sign letters and replace existing neon lighting with new LED rope lighting.
- ◆ Includes disposal of all fixtures, ballasts and lamps
- ◆ Workers Comp/General Liability Insurance
- ◆ Taxes
- ◆ Warranty

### EXCLUDED FROM BID:

- ◆ All light fixtures
- ◆ Permit fees
- ◆ Any Scope of work not clearly shown on drawings or within the bid documents and/or specifications is not included in this proposal.

We propose to furnish material and labor, complete in accordance with the above specifications, for the lump sum of: **Fifteen Thousand Seven Dollars and No Cents..... \$15,007.00**

Authorized Signature

Date 09/17/2014

### Acceptance of proposal:

I understand that I am bound to this agreement to pay the deposit of 50% before starting the work and the balance upon completion of work. I further understand and agree that any cost incurred by Nearshore Electric, Inc. caused by collection action on my account, including attorney's fees, court cost and interest due to delinquency, or returned check fee (\$50.00) will be my responsibility and will be paid as part of my balance. If this is a corporation, the undersigned agrees to be personally responsible for any purchases made by the corporation pursuant to this agreement. The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. Any purchases made with credit card will incur a 2% surcharge. Purchaser agrees all materials to remain seller's possessions until paid in full.





**Nearshore Electric, Inc.**

State Certified Electrical Contractor

#EC13001186

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_



# **Spec Sheets**

# **LED Lighting System**





The Straits Lighting Company

Consulting | Energy Savings | Design

# LED PARKING/AREA LAMP

## HID Area & Parking Lamp Replacement

### DESCRIPTION

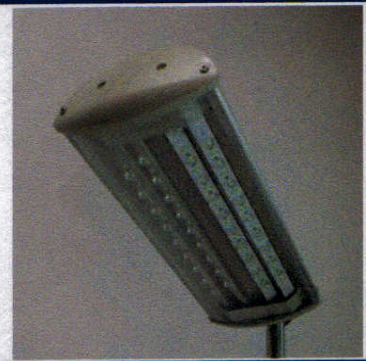
LED area lamps offer enhanced performance over existing HID fixtures by using efficient LED chips to consume less power and last longer. Engineered optics ensure evenly dispersed illumination to deliver improved safety and increased visibility. They are perfect for parking lots, sidewalks, and street lights. All Straits Lighting Area Lamps are UL certified.



Before



After



### SPECIFICATION FEATURES

#### OPTICS

- ◆ Injected molded acrylic lens array provides even light uniformity, without sideways glare.

#### MOUNTING

- ◆ Direct 2.5" pole mount
- ◆ Double head configuration available

#### FINISH

- ◆ Polyester powder paint
- ◆ Custom colors available

#### WARRANTY

- ◆ Ten year warranty on all DLC listed products

#### LED MODULES

- ◆ Non-dimmable
- ◆ High brightness CREE
- ◆ No mercury
- ◆ Color temperature of 5,000 Kelvin
- ◆ 50,000 hour rated life

#### CONSTRUCTION

- ◆ Lamp Sizes (in):
  - ◆ 21.85 (L) x 8.11 (W) x 4.29 (H) - 15lbs
  - ◆ 25.79 (L) x 8.11 (W) x 4.29 (H) - 18lbs
  - ◆ 33.07 (L) x 8.11 (W) x 4.29 (H) - 20lbs
- ◆ Polyester powder paint
- ◆ Stainless steel fasteners

#### Control Systems

- ◆ Photocell receptacle available

Product #	SL919AL (1M/2M/3M)
Project	
Comments	
Prepared By	
Date	

#### ENERGY DATA

- ◆ Electronic LED Driver
- ◆ >0.9 Power Factor
- ◆ 100-240/277V 50/60Hz
- ◆ -40°C Min. Temperature
- ◆ 60°C Max Temperature

#### CERTIFICATION DATA

- ◆ UL/cUL Certified
- ◆ UL/cUL Certified Meanwell Drivers
- ◆ IP67 Rated





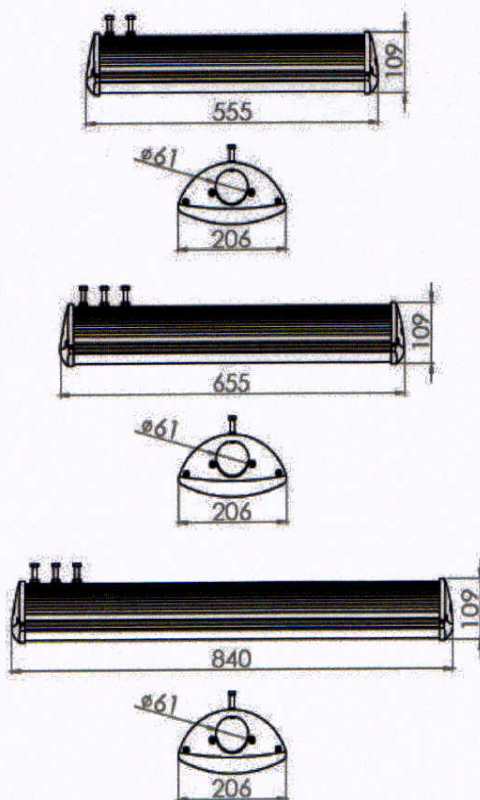
## PRODUCT DETAILS

LED - Parking / Area Lamp

Product Code	Input (VAC)	Base	Wattage (W)	CCT (K)	Initial Lumens (lm)	Rated Life (hrs)	CRI	Power Factor	Dimmable	Certificate
SL919AL1M-22x8-60W	100-277	DM	60	5000	4700	50,000	>75	.90	No	UL/cUL
SL919AL1M-22x8-65W	100-277	DM	65	5000	6800	50,000	>75	.90	No	UL/cUL
SL919AL1M-26x8-80W	100-277	DM	80	5000	8500	50,000	>75	.90	No	UL/cUL
SL919AL1M-26x8-100W	100-277	DM	100	5000	7800	50,000	>75	.90	No	UL/cUL
SL919AL1M-26x8-105W	100-277	DM	105	5000	11500	50,000	>75	.90	No	UL/cUL
SL919AL1M-26x8-120W	100-277	DM	120	5000	8900	50,000	>75	.90	No	UL/cUL
SL919AL2M-26x8-120W	100-277	DM	120	5000	11900	50,000	>75	.90	No	UL/cUL
SL919AL3M-26x8-120W	100-277	DM	120	5000	12500	50,000	>75	.90	No	UL/cUL
SL919AL1M-26x8-150W	100-277	DM	150	5000	13300	50,000	>75	.90	No	UL/cUL
SL919AL2M-26x8-150W	100-277	DM	150	5000	15600	50,000	>75	.90	No	UL/cUL
SL919AL1M-33x8-180W	100-277	DM	180	5000	16600	50,000	>75	.90	No	UL/cUL
SL919AL1M-33x8-240W	100-277	DM	240	5000	19050	50,000	>75	.90	No	UL/cUL

1. CCT range complies to ANSI C78.377-2008
2. Rated average life based on engineering testing and probability analysis
3. Direct 2.5" pole mount

## PRODUCT DIMENSIONS & WATTAGE





**PRODUCT DIMENSIONS & WATTAGE (continued)**

LED - Parking / Area Lamp

PRODUCT CODE	DIMENSIONS	240W	180W	150W	120W	105W	100W	80W	65W	60W
SL919AL1M	22" x 8"	X	X	X	X	X	X	X	X	X
SL919AL2M	26" x 8"			X	X					
SL919AL3M	33" x 8"				X					

**ORDERING INFORMATION**

SAMPLE NUMBER: SL919AL1M-22x8-216W-100/277V-50K-C-150-E-N-2.5

			100/277V	50K	C	150	E	N	2.5
<u>Category</u> SL919AL1M = 1 MODULE SL919AL2M = 2 MODULE SL919AL3M = 3 MODULE	<u>Length</u> 22x8 = 22" x 8" 26x8 = 26" x 8" 33x8 = 33" x 8"	<u>Wattage</u> 60W = 60W 65W = 65W 80W = 80W 100W = 100W 105W = 105W 120W = 120W 150W = 150W 180W = 180W 240W = 240W	<u>Voltage</u> 100/277V = 100~277V	<u>CCT</u> 50K = 5000K	<u>Lens</u> C = Clear	<u>Beam Angle</u> 150 = 150°	<u>Driver</u> E = External	<u>Dimming</u> N = Non-Dimming	<u>Base/Mount</u> 2.5 = Direct Mount (2.5")

**ORDER NOTES****ADDITIONAL NOTES:****CONTACT US**

Phone: (855) TSLC - LED  
(855) 875 - 2533  
Fax: (248) 671 - 0624

Address:  
37000 Grand River Ave.  
Suite 130  
Farmington Hills, MI 48335



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# LED FLOOD LIGHT

## Flood Light HID Replacement

### DESCRIPTION

The Straits Lighting LED Flood Light offers enhanced performance in a traditional design. These highly efficient fixtures use CREE LED chips to provide enhanced illumination for increased safety and visibility in an outdoor setting. All Straits Lighting LED Flood Lights are **UL** and **cUL** certified.



### SPECIFICATION FEATURES

#### OPTICS

- ◆ Clear Lens
- ◆ Beam Angles: 100°
- ◆ Available Colors: 2,700-7,000K

#### MOUNTING

- ◆ Pivot mounted base on back

#### FINISH

- ◆ Die-cast aluminum housing with a clear lens
- ◆ Powder coating for added durability

#### WARRANTY

- ◆ Ten year warranty on all products

#### LED MODULES

- ◆ Non-dimmable
- ◆ High brightness CREE XML LED
- ◆ No mercury
- ◆ Color temperature of 2,700-7,000 Kelvin
- ◆ 50,000 hour rated life

#### CONSTRUCTION

- ◆ Sizes:
  - ◆ 225 (L) x 185 (H) x 126 (W)
  - ◆ 225 (L) x 305 (H) x 183 (W)
  - ◆ 330 (L) x 424 (H) x 120 (W)
  - ◆ 560 (L) x 424 (H) x 120 (W)
- ◆ Protective powder coating
- ◆ Precision die-cast aluminum housing

Product #

SL901FL

Project

Comments

Prepared By

Date

#### ENERGY DATA

- ◆ Electronic LED Driver
- ◆ >0.9 Power Factor
- ◆ <20% Total Harmonic Distribution
- ◆ 100-277V 50/60Hz (347-480 available)
- ◆ -20°C Min. Temperature
- ◆ 40°C Max. Temperature

#### CERTIFICATION DATA

- ◆ UL/cUL Certified
- ◆ UL/cUL Certified internal driver with MEAN WELL power supply
- ◆ IP65 Rated
- ◆ LM79/IES tested





## PRODUCT DETAILS

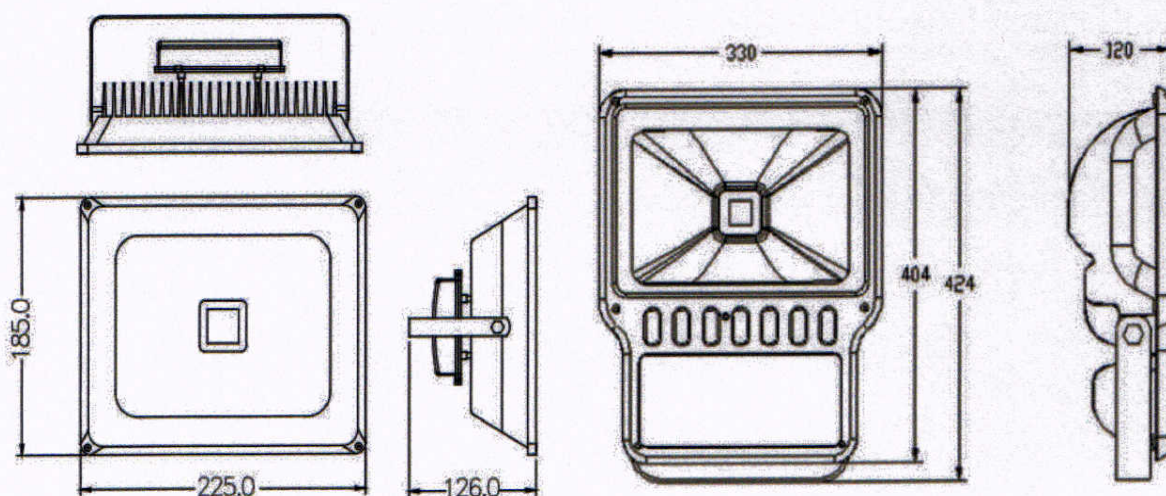
## LED - FLOOD LIGHT

Product Code	Input (VAC)	Base	Wattage (W)	CCT (K)	Beam Angle	Initial Lumens (lm)	Rated Life (hrs)	CRI	Power Factor	Dimmable	Certificate
SL901FL-9x7-35W	100/277	PM	30	2700-7000	100	2150	50,000	>75	.95	No	UL/cUL
SL901FL-12x9-50W	100/277	PM	50	2700-7000	100	3400	50,000	>75	.95	No	UL/cUL
SL901FL-16x12-120W	100/277	PM	120	2700-7000	100	9100	50,000	>75	.95	No	UL/cUL
SL901FL-22x16-150W	100/277	PM	150	2700-7000	100	12000	50,000	>75	.95	No	UL/cUL

1. CCT range complies to ANSI C78.377-2008
2. Rated average life based on engineering testing and probability analysis
3. Lifetime test consistent with IESNA LM80 lumen maintenance procedure
4. Other Beam Angles available
5. High Voltage (347-440) available for upcharge
6. Other available wattages include 80W & 100W

## PRODUCT DIMENSIONS & WATTAGE

Fixture Sizes (mm):



Product	Length (in)	Width (in)	Watts
SL901FL-9x7	9	7	35
SL901FL-12x9	12	9	50
SL901FL-12x9	12	9	80
SL901FL-16x12	16	12	100
SL901FL-16x12	16	12	120
SL901FL-22x16	22	16	150



## ORDERING INFORMATION

LED - FLOOD LIGHT

SAMPLE NUMBER: SL901FL-22x16-150W-100/277V-55-C-110-I-N-PM

SL901FL			100/277V		C	100	I	N	PM
<b>Category</b> SL901FL = Flood Light	<b>Length</b> 9x7 = 9"x7" 12x9 = 12"x9" 16x12 = 16"x12" 22x16 = 22"x16"	<b>Wattage</b> 35W = 35W 50W = 50W 80W = 80W 100W = 100W 120W = 120W 150W = 150W	<b>Voltage</b> 100/277V = 100~277V	<b>CCT</b> 27 = 2700K 30 = 3000K 39 = 3900K 45 = 4500K 55 = 5500K 65 = 6500K 70 = 7000K	<b>Lens</b> C = Clear	<b>Beam Angle</b> 100 = 100°	<b>Driver</b> I = Internal	<b>Dimming</b> N = Non- Dimming	<b>Base/Mount</b> PM = Pivot Mount

## ORDER NOTES

## ADDITIONAL NOTES:

## CONTACT US

Phone: (855) TSLC - LED

(855) 875 - 2533

Fax: (248) 671 - 0624

### Address:

37000 Grand River Ave.

Suite 130

Farmington Hills, MI 48335



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# LED INLINE FIXTURE

## LED T8 TUBE Fixture

### DESCRIPTION

The Straits Lighting Inline Fixture offers the greatest protection from any environment. The Inline Fixture is weather resistant and no parts are left exposed to corrosion. The gasket has a silicon perimeter, & is 100% UV stabilized polycarbonate. The Inline Fixture is most popular in Dusty/Wet Environments, Farmyards, Parking Garages, & Manufacturing Facilities. Fixtures are lamped with high output LED Tubes. All Straits Lighting LED Tubes are UL and cUL certified.

### SPECIFICATION FEATURES

#### OPTICS

- ◆ Fixture Lens: Clear
- ◆ Tubes: Clear/Frosted/Striped
- ◆ Tube Beam Angle: 120°
- ◆ Available Colors: 3,000-7,000K

#### MOUNTING

- ◆ Stainless Steel Mounting Bracket
- ◆ Surface or Suspended

#### FINISH

- ◆ 100% UV Stabilized Polycarbonate
- ◆ Silicon Gasket Perimeter
- ◆ Stainless Steel Mounting Brackets
- ◆ Clear Polycarbonate Lens

#### WARRANTY

- ◆ Five year warranty

#### LED MODULES

- ◆ Dimmable/Non-Dimmable
- ◆ High brightness SMD LED
- ◆ SMD 3014 & 3528 available
- ◆ Color temperature of 3,000-7000 Kelvin
- ◆ No mercury
- ◆ 50,000 hour rated life

#### CONSTRUCTION

- ◆ Sizes (mm):
- ◆ .5'x2', .5'x4'



Product #

SL913INL

Project

Comments

Prepared By

Date

#### ENERGY DATA

- ◆ Electronic LED Driver
- ◆ >0.9 Power Factor
- ◆ <20% Total Harmonic Distortion
- ◆ 100-277V 50/60Hz (347-480V available)
- ◆ -20°C Min. Temperature
- ◆ 40°C Max Temperature

#### CERTIFICATION DATA

- ◆ UL/cUL 1598C Certified
- ◆ UL/cUL Certified internal/ external driver, (non)-dimmable for 2, 4 (ft)
- ◆ LM79/ LM 80 Tested
- ◆ Listed for IFAR Standard
- ◆ DLC Certified for 2ft & 4ft tubes

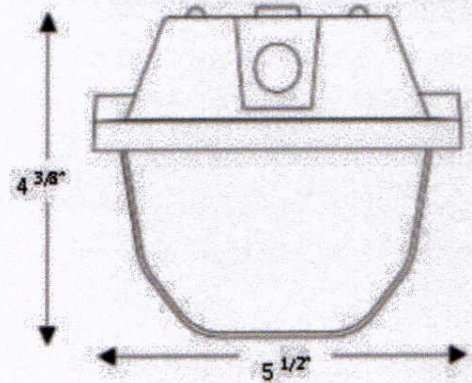




## PRODUCT DIMENSIONS & WATTAGE

LED - INLINE FIXTURE

Product	Width (In)	Length (In)	Height (In)	Watts	Lumens
SL913INL-.5x2	5 1/2	26 1/8	3 1/2	20	2160
SL913INL-.5x4	5 1/2	50 1/8	4 3/8	44	4040



## ORDERING INFORMATION

SAMPLE NUMBER: SL913INL-.5x2-20W-100/277V-55K-C-120-I-N-SUR

SL913INL			100/277V		C	120			
<b>Category</b> SL913INL = Inline Fixture	<b>Length</b> .5x2 = .5x2' .5x4 = .5x4'	<b>Wattage</b> 20W = 20W 44W = 44W	<b>Voltage</b> 100/277V = 100~277V	<b>CCT</b> 30 = 3000K 39 = 3900K 45 = 4500K 55 = 5500K 65 = 6500K 70 = 7000K	<b>Lens (Fixture)</b> C = Clear	<b>Beam Angle</b> 120 = 120°	<b>Driver</b> I = Internal E = External	<b>Dimming</b> D = Dimming N = Non- dimming	<b>Base/Mount</b> SUR = Surface SUS = Sus- pended

## ORDER NOTES:

- 1) Other CCT available.
- 2) Inline Fixture is priced to include Internal Driver & Non-dimming tubes.
- 3) External Driver & Dimming tubes available for a surcharge. Please specify below, under "Additional Notes" section.
- 4) Please specify the tube lens under the "Additional Notes" section.

## ADDITIONAL NOTES:

## CONTACT US

Phone: (855) TSLC - LED

(855) 875 - 2533

Fax: (248) 671 - 0624

### Address:

37000 Grand River Ave.

Suite 130

Farmington Hills, MI 48335



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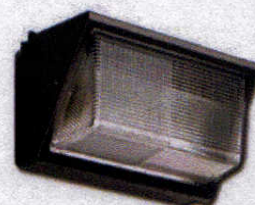
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# LED WALL PACK FIXTURE

## Wall Pack Metal Halide Replacement

### DESCRIPTION

The Straits Lighting LED Wall Pack fixtures offer enhanced performance in a design that easily replaces existing fixtures. These highly efficient fixtures use SMD LED chips to provide enhanced illumination for increased security in parking lots and parking structures. Protective powder coating designed for outdoor use. All Straits Lighting LED Wall Packs are UL and cUL certified.



### SPECIFICATION FEATURES

#### OPTICS

- ◆ Prismatic Lens
- ◆ Beam Angle: 120°
- ◆ Available Colors: Warm White, Natural White, and Cool White

#### MOUNTING

- ◆ Wall-mounted
- ◆ Easily replaces existing fixtures

#### FINISH

- ◆ Die-cast aluminum housing with a prismatic lens
- ◆ Powder coating for added durability

#### WARRANTY

- ◆ Ten year warranty on all products

#### LED MODULES

- ◆ Non-dimmable
- ◆ High brightness SMD LED
- ◆ No mercury
- ◆ Color temperature of 3000-6500 Kelvin
- ◆ 50,000 hour rated life

#### CONSTRUCTION

- ◆ Sizes:
  - ◆ 13.2"(L) x 9.8"(W) x 7.9"(H), 5.5kg
  - ◆ 13.2"(L) x 9.8"(W) x 7.9"(H), 5.8kg
  - ◆ 17.8"(L) x 9.8"(W) x 9.4"(H), 6.5kg
  - ◆ 17.8"(L) x 9.8"(W) x 13.0"(H), 8.8kg
- ◆ Protective powder coating
- ◆ Integrated thermal management system
- ◆ Precision die-cast aluminum housing

Product #

SL903WP

Project

Comments

Prepared By

Date

#### ENERGY DATA

- ◆ Electronic LED Driver
- ◆ >0.9 Power Factor
- ◆ <20% Total Harmonic Distribution
- ◆ 100-277V 50/60Hz (347-480 available)
- ◆ -20°C Min. Temperature
- ◆ 40°C Max. Temperature

#### CERTIFICATION DATA

- ◆ UL/cUL Certified
- ◆ UL/cUL Certified internal driver with MEAN WELL power supply
- ◆ LM79/IES tested
- ◆ IP65 Rated





## PRODUCT DETAILS

## LED - WALL PACK

Product Code	Input (VAC)	Base	Wattage (W)	CCT (K)	Beam Angle	Initial Lumens (lm)	Rated Life (hrs)	CRI	Power Factor	Dimmable	Certificate
SL903WP-13x10-43W	100/240	SUR	43	3000-6500	120	3655	50,000	70	.95	No	UL/cUL
SL903WP-13x10-75W	100/277	SUR	75	3000-6500	120	6375	50,000	70	.95	No	UL/cUL
SL903WP-18x10-95W	100/277	SUR	95	3000-6500	120	7400	50,000	70	.95	No	UL/cUL
SL903WP-18x10-125W	100/277	SUR	130	3000-6500	120	10,200	50,000	70	.95	No	UL/cUL

1. CCT range complies to ANSI C78.377-2008
2. Rated average life based on engineering testing and probability analysis
3. Lifetime test consistent with IESNA LM80 lumen maintenance procedure

## PRODUCT DIMENSIONS & WATTAGE

Product	Length (Inches)	Width (Inches)	Height (Inches)	Weight (kg)	Watts	347/480V
SL903WP-13x10-43W	13.2	9.8	7.9	5.5	43	No
SL903WP-13x10-75W	13.2	9.8	7.9	5.8	75	Yes
SL903WP-18x10-95W	17.8	9.8	9.4	6.5	95	No
SL903WP-18x10-125W	17.8	9.8	13.0	8.8	125	Yes



## ORDERING INFORMATION

LED - WALL PACK

SAMPLE NUMBER: SL903WP-18x10-125W-100/277V-45-P-120-I-N-SUR

SL903WP					P	120	I	N	SUR
<b>Category</b> SL903WP = Wall Pack	<b>Length</b> 13x10 = 13"x10" 18x10 = 18"x10"	<b>Wattage</b> 43W = 43W 75W = 75W 95W = 95W 125W = 125W	<b>Voltage</b> 100/277V= 100/277V	<b>CCT</b> 30 = 3000K 35 = 3500K 40 = 4000K 45 = 4500K 50 = 5000K 55 = 5500K 60 = 6000K 65 = 6500K	<b>Lens</b> P = Prismatic (Frosted)	<b>Beam Angle</b> 120 = 120°	<b>Driver</b> I = Internal	<b>Dimming</b> N = Non- Dimming	<b>Base/Mount</b> SUR = Surface Mount

## ORDER NOTES

## ADDITIONAL NOTES:

## CONTACT US

**Phone:** (855) TSLC - LED

(855) 875 - 2533

**Fax:** (248) 671 - 0624

**Address:**

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**References for clients that have installed similar lighting as specified in this Proposal:**

1. Holiday Market  
1203 S Main St, Royal Oak, MI 48067  
(248) 541-1414

Craig Mangold, President



2. City of Pleasant Ridge, Michigan  
23925 Woodward Ave, Pleasant Ridge, MI 48069  
(248) 541-2900

James Breuckman

