GLASSBORO SCHOOL DISTRICT

Monthly Board Items

Date Submitted: 3/9/2020	Proposed Effective Date 19-20 school year	:
Submitted by: Rich Booth, Supervisor of Building a		tion/Item: Zero Lighting
Proposed cost/amount: \$31,475.00		ded Through: rict Funds
Board Action Requested: Board app School. NJ Clean Energy program reb		
Details and Ramifications: The distraint with us to write up the application and once the job is complete we receive the	rebate. We issue them a p	e this project. Generations lighting works urchase order for the full amount and
Positives: There is no cost to the distr LED Lighting.	ict after the rebate and ther	re will be immediate savings with the
Concerns:		
Other Comments:		×
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OR OFFICE USE ONLY:		
oard Date:	Annroved: V or N	Index #:



Generations Lighting

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Net-Zero Lighting Program

Full NJ State Reimbursement for K-12 LED Lighting and Controls Improvements

Prepared For.

Glassboro Public Schools

GENERATIONS LIGHTING:

LOCATION:
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SUITE 101
POMPTON PLAINS,
NEW JERSEY 07444

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NET-ZERO LIGHTING PROGRAM

Dear Esteemed Board Member,

NJ has just released rebates that will completely reimburse participating school districts for LED lighting upgrades. Our firm is a recognized Trade Ally of the NJ Board of Public Utilities' Office of Clean Energy and is authorized to process rebate applications for all compliant K-12 NJ public entities. Generations Lighting is currently accepting applications in accordance with the terms of this Program for full funding of NJ K-12 energy efficient lighting upgrades.

Program Details

- Program scope is to furnish LED lighting materials for full/partial school or district lighting conversion via full reimbursement from currently available NJ State rebates.
- Program is only applicable while funding is available.
 Applicants will be processed on a first-come basis.
- Purchasing of all lighting materials is in accordance with Cooperative Purchasing regulations.
- This is NOT a financing incentive or Energy Savings
 Program; 100% of total cost will be covered by NJ Rebates.
- Full or partial school or district lighting upgrades not to exceed \$500,000.00 per utility account in total incentives.
- Program is for qualified energy-efficient measures as specified by NJCE and in accordance with Generations audit and proposed scope of work.
- Labor is not included; however, the application can be configured for rebates to cover partial or full costs of labor by the District or 3rd party.

To date, Generations Lighting has saved millions through rebates on behalf of K-12 clients. Please continue reading to find out whether your Distrit is eligble for the Net-Zero Lighting Program: Full NJ State Reimbursement for K-12 LED Lighting and Controls Improvements. Once your District has been preapproved, a dedicated Sales Representative from our firm will contact you to begin your application and discuss next steps.

Sincerely,

Michael Litvin
Sales Director - Generations Lighting

NET-ZERO HIGHLIGHTS



School-Focused Expertise

- Instantaneous return on investment supports budget and taxpayer investment. Costs of maintenance and utilities to be lowered allowing for a monthly cash surplus.
- Direct cooperative purchasing through various programs.
- Generations Lighting's 25-years of experience in the New Jersey K-12 market ensures the proposed project will be completed with the highest levels of quality, professionalism, and support.
- Proper selection of fixtures and lamps accounts for lighting levels, color temperatures, and controls in order to enhance the experiences of students, staff, and guests while improving overall facility usability and aesthetic.
- Creates a domino effect for eco-friendly green practices and STEAM-supportive technological upgrades.



Full-Service Solutions

- Generations Lighting simplifies the Net-Zero LED Lighting Program through clear communication and by handling major aspects of project implementation including material selection and deliveries as well as rebate and permit applications and follow-up.
- Lighting upgrade to be maximized as per facility requirements and NJCE program stipulations.
- Complimentary audit and room-by-room lighting plan to be provided for ease of installation and post-project record keeping. Generations Lighting can provide support for sourcing labor.
- All products are warrantied for a minimum of 5-years. All warranty requests will be



Professional Engineering

- Name-brand LED fixtures and lamps guarantee higher lumen output, longer lifespans, less energy usage, and better overall performance than existing lighting.
- All specified LED lighting and controls are UL, and DLC and/or Energy Star Certified. All IESNA, NEC, and emergency lighting code requirements will be met.
- New lamps and fixtures specifically selected to ensure compatibility with existing wiring and system while providing an easy-to-install option for facility department or outside contractors.

IMPLEMENTATION GUIDE

The Net-Zero Lighting Program is designed to meet the unique needs of New Jersey school districts. Through direct cooperative purchasing, NJCE rebate application submissions and follow-ups conducted in-house, and consistent clear communication, Generations Lighting guarantees a straightforward and simple LED lighting and controls upgrade with an instantaneous return on investment.

Below please find a step-by-step implementation guide for the Net-Zero Lighting Program. Do not hesitate to direct any questions to the Generations Lighting Representative assigned to your district to provide assistance throughout the entire process from initial contact through delivery of the post-rebate check.

Step 1: NJCE Rebate Pre-Approval Application Submission



Client provides Generations Lighting utility bills and square footage for each building to be upgraded under the Net-Zero Lighting Program. Using its proprietary lighting calculation software, Generations Lighting will determine the total proposed rebate incentive per location and will confirm that the upgrade will comply with the Program's Terms and Conditions. Client issues Generations Lighting a purchase order via cooperative purchasing for the total pre-rebate total. Please note, in order to guarantee the quoted rebate incentive, this purchase order is not binding until an official letter from the State of New Jersey confirming the rebate incentive is received.

Step 2: Rebate-Maximized Lighting Upgrade Package Review



Generations Lighting will perform a complimentary lighting audit of facilities to upgrade and will supply a lighting upgrade package that best complies with the client's requests as well as all IESNA, NEC, and emergency lighting school code requirements. A project implementation & engineering review meeting will be conducted to review the full project scope and any client questions. Upon client approval, Generations Lighting will submit and follow-up on the rebate application on behalf of the client.

Step 3: Materials and Rebates Delivered



Upon official rebate approval from the State of New Jersey, Generations Lighting will coordinate shipments of materials to each facility. Itemized room-by-room lists will be provided for ease of installation by facility members or outside contractors. Labor is not provided, but Generations Lighting can provide support for sourcing.

Once installation is complete, Generations Lighting will arrange the post-inspection. Rebate checks will be mailed within two months of post inspection. Generations Lighting will provide regular follow ups with the State of New Jersey and provide client regular updates until rebate checks are received.



QUOTATION

Scope of work is in accordance with corresponding audit documentation for the LED Lighting upgrades for the **Glassboro School District**. Quotation to include LED fixtures, lamps, emergency lighting, and miscellaneous materials in accordance with Net-Zero Lighting Program, associated audit, and NJCE rebate measures. Itemized school Program pricing is below. Submission and processing of NJCE rebate application(s) is included. Pricing is per the **Ed-Data** Cooperative Purchasing Program: **Ed-Data #9832: Custodial Supplies-Lighting**.

SCHOOL Glassboro Intermediate School Bullock Elementary School SUB TOTAL \$105,395.00 REBATE INCENTIVE \$105,395.00

ISSUED TO:

NAME:

GLASSBORO PUBLIC SCHOOLS

ADDRESS:

560 JOSEPH BOWE BLVD GLASSBORO, NJ 08028

DATE ISSUED:

1/30/2020

VALID UNTIL:

2/30/2020

CO-OP BID #:

ED-DATA #9832 CUSTODIAL SUPPLIES:LIGHTING

SPECIAL NOTES AND INSTRUCTIONS:

- · Delivery is included; materials are subject to standard lead times.
- · Rebate is subject to NJCE program measures and Generations Technologies' Terms and Conditions.
- Scope of materials is in accordance to client approved submittal package. Additional products and/or locations are not included.
- Labor is not included
- · If approved, Purchase Order to be rendered for pre-rebate total amount.
- As per NJCE program, rebates are limited to \$500,000.00 per utility account. Total pre-approved rebate amount to
 equal purchase order total, otherwise corresponding credit will be issued to correspond with pre-rebate total prior
 to material delivery.
- · Additional Terms and Conditions are noted on separate pages.





Standard Terms & Conditions of Sale

All sales made by Generations Technologies Inc. ("Seller") are subject to the Standard Terms and Conditions of Sale stated below and which may be amended from time to time by Seller. These terms and conditions take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller's commencement of performance or delivery shall be deemed or construed as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of the products and/or services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

- 1. Quotations. All quotes are valid for 30 days from issue date unless Seller provides an extension. Some materials may be subject to additional shipping fees. Buyer agrees to pay for any price increase on products as a result of increases imposed by the manufacturer and/or any tariff increases imposed by the US Government after the date of a Quote. For design/build projects, a Quote is a budget estimate only and items listed are conceptual. Theatrical light fixture focusing is not included in a Quote unless specified as a line item and accepted by Buyer as an additional cost. Seller will only accept order for processing upon receipt of signed Purchase Order or other signed written acknowledgment from Buyer.
- 2. Taxes. Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of taxes, transportation and insurance costs. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, including any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or Local authorities. Buyer agrees to provide a tax exempt certificate as applicable.
- 3. Rebates. Rebates are subject to the terms and conditions of the NJ Clean Energy Rebate Program. Seller is not responsible for submission of the rebate application or for rebate funds. Proposed rebate amount shall not be deducted from amount due Seller.
- 4. Submittals. Seller will request submittals from manufacturer after receipt of order confirmation from Buyer. If listed on Quote, Seller will perform measurements and design and prepare submittal package upon receipt of signed acknowledgment from Buyer. Submittals are subject to manufacturer terms.
- 5. Orders. All Orders placed by Buyer are subject to acceptance by Seller. By placing an order, Buyer accepts the materials as specified in the Quote. Additional components such as lay-in clips, hooks, supporting members, wiring and other parts are sold separately and are not included with order unless specified. Standard color temperature and beam angle for LED products will be selected. If Buyer wishes to proceed with another color temperature then they must specify prior to material order. No returns are accepted on specified products due to color temperature.
- 6. Delivery. Ordered non-stocked parts and materials are subject to manufacturing, availability and standard shipping delivery times (approximately 6-8 weeks) unless otherwise noted. Specifications and availability of products are subject to change without notice in which case an equivalent or superior product will be provided at the same cost. Buyer will accept delivery within seven (7) business days of notification of intended delivery. If Buyer does not accept delivery, Buyer agrees to pay the full contract price for the materials plus \$0.20 per square foot per day for storage.
- 7. **Demos.** Buyer is responsible for installation and removal of demos. If demo product is not returned in "as new" condition in the original packaging within (60) days from the date provided, Buyer will be invoiced per the original quote.
- 8. Warranty. Materials are subject to Manufacturer's Guarantee. Buyer is to remove product and ship directly to either Seller or Manufacturer for all warranty claims in accordance with the Manufacturer's terms and conditions. Buyer is responsible for the cost to remove and reinstall defective goods. Seller makes no warranties or representations express or implied as to workmanship, performance, quality, durability, fitness for a particular purpose or merchantability with respect to these goods or any modifications of these goods requested by the customer.
- 9. **Risk of Loss.** Seller shall not be liable for delay or default in delivery beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, fire, damage and destruction of goods, manufacturer shortages, acts of God, or any other cause whatsoever beyond Seller's control. Seller shall not be liable to Client for goods that are damaged or lost while in the possession of a common carrier, and it will be Client's responsibility to recover any and all damages directly from the common carrier.
- 10. Confidentiality. The information contained within a proposal including any attachment(s), is intended solely for use by the named addressee(s). If you are not the intended recipient, or a person designated as responsible for delivering such messages to the intended recipient, you are not authorized to disclose, copy, distribute or retain this proposal, in whole or in part, without written authorization from Vendor. Any design, layout, drawings, and/or work product included with this proposal are proprietary and cannot be used or distributed without written permission of Seller. Buyer agrees to compensate Seller the sum of 15% of the total proposal cost in the event that Buyer or its representative wrongfully distributes or uses this proposal including, but not limited to, distribution to an architect or use as part of an advertised bid solicitation.

- 11. Returns. Special order items are considered billable at the time of order and are non-returnable and non-refundable. Goods are not acceptable for return without Seller's prior authorization. All returns will be inspected for damage and if applicable, cost to restore product to "as new" condition will be deducted from any credit due. In addition, all returns are subject to a minimum 25% restocking charge or greater as per terms of the manufacturer, shipping and handling costs, plus ten percent (10%) service and processing fee due to Seller. No claim for shortage of goods or damage to goods shall be allowed unless Client gives Seller written notice including a full description of the claim within three (3) business days of delivery. Seller assumes no responsibility for damage or faulty performance caused by misuse, improper installation, careless handling, or where repairs have been attempted by others.
- 12. Credit. Where Buyer has been granted a credit account with Seller, all decisions with respect to the extension or continuation shall be in the sole discretion of Seller. Seller may terminate any credit account at any time and for any reason.
- 13. **Default**. In the event of Buyer's default or failure to pay for goods sold and delivered, or any other breach of contract between Applicant/Buyer and Seller, Buyer agrees that the Seller is entitled to all collection and legal expenses, including but not limited to, attorney's fees, costs of suit, interest, and/or any alternative dispute resolution fees.
- 14. Indemnification. Buyer will, at its expense, defend and indemnify Seller and its agents, officers, directors, and employees from and against any and all loss, cost, expense, damage, claim, demand, or liability including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an indemnitee arising out of, resulting from or occurring in connection with Buyer's negligence, willful misconduct, or breach of the terms of this Agreement. All Seller's remedies set forth in this Agreement are in addition to, and will in no way limit, any other rights and remedies that may be available to Seller at law or in equity.
- 15. Payment. Payment is due within thirty (30) days of invoice date. Past due invoices are subject to monthly interest of the prime rate plus 1%, or the maximum allowable by law. In the event of Buyer's default or failure to pay for goods sold and delivered, or any other breach of contract between Buyer and Seller, Buyer agrees that the Seller is entitled to all collection and legal expenses, including but not limited to, attorney's fees, costs of suit, interest, and/or any alternative dispute resolution fees.
- 16. Modification. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative.
- 17. Governing Law. This agreement and any transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to principles of conflicts or choice of laws. Buyer agrees that i) any suit, action or legal proceeding arising out of or relating to this application/agreement and transactions between the parties shall be bought in the courts of the State of New Jersey in Morris County, ii) Buyer consents and voluntarily hereby submits itself to the jurisdiction of the courts of the State of New Jersey, and iii) Buyer waives any objection which it may have to the laying of venue in such courts.