

## REQUEST FOR PROPOSALS

Audit, Design, Retrofit and Maintenance Services  
for Municipal Street Lighting System  
(Mid-Hudson Street Light Consortium Project)

**City of Kingston, Ulster County, New York**  
**as Administrative Participant for Consortium Joint Procurement**  
January \_\_, 2018

## NOTICE OF ISSUANCE OF REQUEST FOR PROPOSALS

### Audit, Design, Retrofit and Maintenance Services for Municipal Street Lighting System

The City of Kingston together with other municipalities listed at Appendix C to the RFP (“the Participants”) are members of the Mid-Hudson Street Light Consortium (the “Consortium”). The Consortium is an initiative supported by the New York State Energy Research and Development Authority whose goal is to assist municipalities in converting to LED street lights to capture the environmental, financial and operational benefits that LED technology offers. The Consortium has prepared a Request for Proposals (RFP) so that the Participants may jointly solicit proposals from qualified contractors (hereinafter referred to as “Offerors”) for the Audit, Design, Retrofit, and Maintenance Services of the Municipal Street Lighting System (Mid-Hudson Consortium Project) in accordance with the provisions of the Contract Documents, requirements and specifications comprising the RFP package. References herein to term “Municipality” refer to each participating community or “Participant.” References herein to the term “City” refer to the City of Kingston as lead administrator for the joint RFP and as a Participant with respect to its own contract, if awarded and executed. Under this solicitation, it is expected that only one Offeror will be selected to complete the work on behalf of all of the Participants (the “Selected Offeror”) and the Selected Offeror shall enter into separate contracts (each a “Contract”) with each Participant at the will of the Participant, although the Participants reserve the right to select multiple Offerors.

The RFP will describe each of the necessary services which shall be priced separately and the City and any Participant may select one or all of the services as they may require. Each Participant, as well as any subsequent municipality that wishes to “*piggy back*” on a Contract awarded by a Participant, will enter into a separate Contract with the Selected Offeror. While the Contract will generally conform to the sample included with this RFP, each community may choose to modify the Contract based on its specific needs or conditions and is under no obligation to enter into a Contract with the Selected Offeror.

Copies of the RFP package is on file with the Office of the City Clerk of the City of Kingston and may be obtained via email by contacting City Clerk \_\_\_ at [e-mail] and referencing this RFP. Hard copies are available from the City Clerk for a deposit of \$~~100~~.

There will be a mandatory pre-offer conference at the City of Kingston, [MUNICIPALITY ADDRESS], at [TIME] a.m., [DATE AND YEAR].

SEALED PROPOSALS WILL BE RECEIVED by the City of Kingston at the office of the City Clerk, located at [ADDRESS] until [TIME] on [DATE], and will be publicly opened immediately thereafter. Any submission that is incomplete or which does not meet the minimum qualifications will be rejected and the submission returned. A bid bond will be required as provided in the RFP package.

The qualifications and proposal submissions will be reviewed and scored by representatives of the Participants to determine compliance with the RFP instructions, completeness and minimum qualifications of the Offerors. In the selection of a Selected Offeror, the City Council reserves the right to waive any informalities in the RFP process and to reject any and all proposals.

Each Contract awarded will contain a provision allowing other New York State municipalities to award contracts to the Selected Offeror on the same Contract terms in accordance with the *piggybacking* provision in New York State General Municipal Law §103.16 for a period not to exceed twelve months from the effective date of the City of Kingston Contract.

No Contract is deemed to have been created until approved by the Resolution of a Participant's governing board, after having been provided for in the Participant's municipal budget, and each Contract executed with a Participant will contain an executory clause providing that if funds for the Contract are not appropriated by the Participant in any fiscal year, the Participant will not be obligated to pay the amounts due beyond the end of the last funded fiscal year.

By order of the City Council of the City of Kingston.

Dated: [\_\_\_\_\_]

[\_\_\_\_\_] City Clerk

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**APPENDIX**

**APPENDIX “A” REQUIRED RFP FORMS**

- EXHIBIT A: Price Sheets**
- EXHIBIT B: Non-Collusive Bidding Certificate**
- EXHIBIT Conflict of Interest Statement**
- EXHIBIT D: Tax Compliance Questionnaire**

**APPENDIX “B” LIST OF STREET LIGHTS/INVENTORY**

**APPENDIX “C” CONSORTIUM MEMBERS AND ESTIMATED REQUIREMENTS**

**APPENDIX “D” FORM**

**OF CONTRACT WITH MUNICIPALITY**

- EXHIBIT A to CONTRACT: Standard Clauses for Municipal Contracts (NY)**
- EXHIBIT B-1 to CONTRACT: Scope of Services**
- EXHIBIT B-2 to CONTRACT: Contractor’s Technical Proposal**
- EXHIBIT C to CONTRACT: Fees and Expenses**
- EXHIBIT D to CONTRACT: Term and Commencement Date**
- EXHIBIT E to CONTRACT: Subcontractors**
- EXHIBIT F to CONTRACT: Municipality Special Conditions**
- EXHIBIT G to CONTRACT: Prevailing Wage Determination**
- EXHIBIT H to CONTRACT: Utility Purchase Contract and Operating Contract and Tariff**

**APPENDIX “E” SAMPLE FORMS OF UTILITY PURCHASE CONTRACT AND OPERATING CONTRACT AND TARIFF**

REQUEST FOR PROPOSALS  
INFORMATION FOR OFFERORS AND TECHNICAL SPECIFICATIONS

AUDIT, DESIGN, RETROFIT AND  
MAINTENANCE SERVICES  
FOR MUNICIPAL STREET LIGHTING SYSTEM  
(Mid-Hudson Street Light Consortium Project)

City of Kingston, Administrative Participant for the Consortium Joint Procurement

**SECTION 1: Summary**

The City of Kingston and the municipalities listed at Appendix C jointly (hereinafter referred to as “the Participants”) are members of the Mid-Hudson Street Light Consortium (the “Consortium”). The Consortium is an initiative supported by the New York State Energy Research and Development Authority whose goal is to assist municipalities in converting street lights to light-emitting diode (LED) technology to capture the environmental, financial and operational benefits that LED technology offers.

The Consortium has prepared this Request for Proposals (RFP) so that the Participants may jointly solicit proposals from qualified contractors (hereinafter referred to as “Offerors”) to provide Participants with streetlight audit, design for LED conversion, procurement and installation of LED street lights and follow-on warranty and maintenance services of municipal street light systems in accordance with the provisions of the Contract Documents and the requirements and specifications comprising the RFP package. References herein to term “Municipality” refer to each participating community or “Participant.” References herein to the term “City” refer to the City of Kingston as lead administrator for the joint RFP and as a Participant with respect to its own contract, if awarded and executed. Under this solicitation, it is expected that one Offeror will be selected to complete the work for all of the Participants (the “Selected Offeror”), though more than one Offeror may be selected at the discretion of the Participants. The Selected Offeror(s) shall enter into separate contracts (each a “Contract”) with each Participant at the will of the Participant. The RFP will describe each of the necessary services which shall be priced separately and the City and any Participant may select one or all of the services as they may require. Each Participant, as well as any subsequent municipality that wishes to “piggy back” on a Contract awarded by a Participant, will enter into a separate Contract with the Selected Offeror.

Each of the Participants has purchased, or intends to purchase, from the applicable utility identified at Appendix B (“Utility”), overhead wired street lights, to be acquired within the next 12 months (subject to Public Service Commission approval), in the approximate quantities described at Appendix B (List of Street Lights/Inventory), and in the aggregate a total light count for all Consortium Participants of approximately \_\_\_\_\_. The acquisition of existing lighting facilities and installation and maintenance to be carried out under the Contract is subject to the terms of a Purchase and Sale Agreement of Street Lighting Facilities by and between the Participant and the applicable Utility (“Purchase Agreement”) and an Operating Agreement of Streetlighting Facilities by and between the Participant and the Utility (“Operating Contract”). It is expected that the Selected Offeror(s) will be authorized to begin work as described in Section 4 (Timeline and Calendar of Events). Selection will be in accordance with Section 6 (Method of Award). Funding for subsequent years is subject to annual appropriation.

As stated, the existing street lighting system is being acquired from the Utility and will require maintenance services and conversion to LED technology. The Participant is not responsible for the feeder wires to any lights. The Participant’s responsibility begins at the connect point to the secondary line at the base of the bracket or mast arm. In the case of an underground fed system the connect point is where the feeder wires purchased by the Town to the fixtures are first connected to the utility lines which may be at the base of each pole or at a connect point in a manhole. The Participant may be responsible to install a fuse on each light between the light and the connection to the secondary any time a light is serviced as required by the Utility. Please refer to the Purchase and Operating Contracts between the Town and the Utility, and the applicable Utility Tariff (together, “Utility Agreements and Tariffs”) for specifics. Sample forms of such agreements are attached at Appendix E. Final contract forms will include copies of the applicable agreements for the Participant and the applicable Utility. The Participant is not responsible for the accuracy of the inventory supplied by the Utility, but believes it to be reasonably accurate and will make every reasonable effort to verify same prior to purchase.

It is anticipated that the Participant will complete a conversion to LED lights for all of the street lights purchased (provided that the Participant may at its option determine to exclude from the conversion any fixtures and any lights already converted to LEDs). This Request for Proposals seeks qualified Offerors to provide street light audit and design services and to perform the LED conversion work along with any follow-on maintenance of the system. In some instances, the conversion to LED lighting may be delayed and the Selected Offeror will maintain the existing HID system until the conversion work begins.

The Selected Offeror will assist the Participant with the selection of LED products to meet the Participant’s needs and with the design of the installation by location and pole number. The Selected Offeror must be agnostic to manufacturers and products so as to be free to provide a product best meeting the Participant’s goals and objectives. As a part of the design process the Selected Offeror may be required audit and map the existing system.

The Selected Offeror will remove each of the existing street lights in the Participant’s jurisdiction and will replace each light with an LED light fixture, photocontrol and fuse supplied by the Selected Offeror. The removed lights and light components will be disposed of by the Selected Offeror in

accordance with the governing local, state and federal laws. The Selected Offeror will also perform follow-on warranty services and maintenance of the municipal street light system for the Participant on an on-call basis.

Each proposal submitted in response to this Request for Proposals must include, at a minimum, the services (collectively, the "Scope of Services") described in the following Section 2: Required Services, and Section 3: Detailed Requirements / Special Instructions to Offerors.

The Participants reserve the right to select one or more Offerors and to divide up the required work, but given the relatively small number of lights, will likely award the Contract to one Offeror. However award is not a guarantee that all tasks will be completed. Participants may elect at any time to stop or order the Selected Offeror to stop work. Selected Offeror shall be entitled to payment for all work completed in accordance with the schedule of prices and the contract with that Participant.

Following the initial award to the Selected Offeror, municipalities in the region described at Appendix C may decide to enter into separate "piggybacked" contracts with the Selected Offeror at the will of such municipality. The Selected Offeror(s) shall enter into separate contracts (each a "Contract") with each such municipality at the will of the municipality.

## **SECTION 2: Required Services**

The description in this Section 2 is subject to the further provisions of the Contract and this RFP.

### **2.1 Initial Maintenance Services**

Maintenance services, as needed, will begin immediately upon acquisition by the Participant of the existing street lighting system from the Utility prior to LED conversion. As a result, the Selected Offeror will be required to maintain the existing system prior to beginning the conversion work. As part of initial maintenance services, the Selected Offeror will be required to:

- Supply all materials required to maintain the existing system.
- Provide on-call service to repair any failed street light. Such work will be on a Time and Materials basis except as provided in Section 3.2(A). All reported inoperable lights will be serviced within five (5) working days or less from the date of notification to the Selected Offeror. The five (5) working days shall be measured beginning the first full day following receipt of the outage report, the first full day following receipt of a batch list, or counting from a set day, if established, on which work generally will be performed.
- Provide a full range of street lighting maintenance services which shall include:
  - 24-hour toll free call center operation;



- Replacement or service of all failed lighting components with like or better components (any changes in equipment will be approved by the Town before installation);
- Emergency service and knock-down work;
- Monthly reports of all work performed;
- Proper and lawful disposal of all materials and evidence thereof (e.g. waste manifests, if required);
- In the event a fixture must be entirely replaced during this period of initial maintenance, the Town may opt to have it replaced with an LED consistent with what they plan to install once the conversion begins. In this event the Participant will supply the required fixture and maintain the initial inventory of LED spares consisting of approximately 10 fixtures (this number may be adjusted from time to time in coordination with the Selected Offeror).

## 2.2 Audit

Street light audit services shall include:

- Physical audit of the street lighting system to be used to determine the proper wattage and lumen outputs needed to meet current lighting levels and to ensure overall uniformity of lighting based on appropriate factors for each roadway in cooperation with the Town.
- The audit shall include the GIS location of each streetlight ( $\pm$  3 meters or better) along with the location, pole number, mounting height, mast arm length, roadway width, setback, existing wattage, lamp type, existing equipment condition (so as to identify additional work that may be required such as bent mast arms, missing hand hole covers, badly rusted or deteriorated equipment, vegetation needing removal or trimming etc.) and any other information needed for design and costing consideration.
- This information will be supplied to the Participant in an ArcGis shape file for inclusion in their GIS database.
- The Selected Offeror shall advise the Participant if the results of the audit are consistent with the supplied inventory from the utility and billing. The Selected Offeror shall provide an analysis to show the correct billing if there is an error identified.

## 2.3 Design

The Selected Offeror will work with the Participant to complete a lighting design taking into account the applicable billing tariffs, the community lighting goals, long term costs and system reliability. Only equipment and materials from companies with a strong financial and historical reputation for quality and reliability will be considered. The Selected Offeror will review the various options for the lighting design including available options from a variety of leading manufacturers. All warranties must be transferable to the Participant. The final design shall be a pole by pole listing of all equipment to be installed and the detailed product information for the selected products. At the completion of this phase the Selected Offeror will adjust the costs and savings estimates for presentation and approval to the Participant.

**Product Specifications: All installed LED products shall meet the following minimum specifications:**

**LED Fixtures**

Minimum manufacturer requirements: Five years' experience manufacturing LED street light fixtures.

Minimum 5,000 units commercially installed and fully operational deployed in a geographic/climatic area similar to New York State. Provide details and points of contact.

Financial stability of the company. Provide necessary documentation to establish the financial strength and stability of the company and to guarantee that the company will be able to support their products for the full ten-year warranty.

The luminaires must be designed for use throughout the Participant territory, which is centered in the Hudson Valley area of New York State. Average ambient temperatures are 6° C to 31° C.

Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the environment (e.g., electromagnetic, thermal, mechanical, chemical).

Luminaire shall be designed for ease of component replacement and end-of-life disassembly. Provide details.

Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.

Luminaire shall accept the voltage or voltage range specified at 60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 20 percent.

All internal components shall be assembled and pre-wired using modular electrical connections.

Luminaire shall be compliant with the most current Design Lights Consortium (DLC) criteria at the anticipated operating voltages and current for the full range of the fixture capability and or settings.

Luminaire shall allow mounting on 1.25 inch (42 mm OD) to 2.375 inch (62 mm OD) diameter aluminum or galvanized schedule 40 pipe and be adjustable for tilt minimum  $\pm 5\%$ . Mounting mechanism shall be capable of withstanding 112 mph variable wind loads such as would be experienced in a hurricane.

Two axis T leveling or bubble leveling incorporated into the fixture is preferred, but not required.

Distribution shall be available in Type II, Type II long, Type III, Type V asymmetric distribution patterns as a minimum.

**The following shall be in accordance with corresponding sections of ANSI C136.37:**

**Wiring and grounding**

Terminal blocks for incoming AC lines (electrical mains wires)

**Photocontrol receptacle shall be seven pin**

Latching hinge and other metal components. It is required that stainless steel bolts, screw fasteners, brackets, cover latches etc. be used.

**Mounting provisions**

Ingress protection-Housing must be IP 65 rated unless the internal electrical driver and other electrical components are IP 65 or better so as no damage or loss of function will occur from infiltrated water and or moisture. If the internal components are rated at IP65 then the case must be IP54 or better. Testing shall be in accordance with IESC 60529 or another approved standard. A laboratory certificate must be provided to confirm the above and check that the laboratory is authorized to perform such tests. The degree of tightness must be guaranteed by laboratory tests and is indispensable to avoid internal contamination of components, for example by animal nests, which is highly detrimental to electrical equipment.

Fixture shall be equipped with bird guards and able to have back light protection easily installed in the field. Painted or finished luminaire surfaces exposed to the environment shall exceed a rating of six per ASTM D1654 after 1000 hours of testing per ASTM B117. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6. Offerors must provide evidence of tests verifying these requirements are met.

**Fixture Housing**

The housing must be made of aluminum by pressure injection process or by casting method (sheet housings are not accepted). Cases made of high strength polymers reinforced with glass fiber or stabilized polycarbonate and protected against aging by ultraviolet (UV) radiation, which are suitable for the correct performance and functionality of the LED device, will be accepted.

If the housing is made of high-strength polycarbonate or polymer, the manufacturer shall provide a certification from a recognized and accredited laboratory that the housing is stabilized against degradation due to exposure to the environment and ultraviolet (UV) radiation and to ensure this Condition for not less than ten years. It must also be self-extinguishing to fire.

The housing must be free of porosity, must be of uniform thickness, corrosion proof and highly resistant to impact, equivalent to an IK08 grade according to IEC 60068-2-75 and IEC 62262. In addition, It must have a suitable locking system and ensure that the housing is sealed (Grade IP 65 or NEMA equivalent). The characteristics of the offered case must be clearly specified by presenting technical catalog information. The degree of tightness must be guaranteed by laboratory tests and is essential to prevent internal contamination of components (e.g. animal nests).

The luminaire offered must include a closing system of the housing in such a way that it can be carried out by means of safety, with fixing by means of screws or presses under pressure. The operation of opening the casing for maintenance purposes in the field must not allow the screws or presses holding the cover of the electric compartment nor the cover itself to be detached from the casing body when they are opened to prevent their falling and accidental loss. It must allow and guarantee its normal handling during the closing and opening operations of the housing, without causing deformations, damage to its components or compromising the tightness. The characteristics of the closing system must be clearly specified.

All hardware, screws and/or pressure presses must be of a corrosion resistant material, must be made of stainless steel, hot-galvanized carbon steel, or aluminum. Hardware must be able to withstand repeated use.

The casing or frame should preferably open downwards. Models that open upwards or in the upper side will be accepted, but for operator safety purposes the best is the opening downwards to avoid shock or electric arc due to the proximity with the medium voltage lines (distribution lines) .

For protection of maintenance personnel, the housing must be solidly grounded (valid for equipment with metal housings).

The brackets that attach the diffuser to the housing must be of an anticorrosive and resistant material, which do not detach from the housing body when they are opened (adhesive paste will not be accepted as the only means of attachment). If they contain visors they must be metallic, resistant and of anticorrosive material.

The housing must have a sky-gray paint finish, for outdoor use, corrosion resistant, UV radiation and saline environments.

The housing must have a base installed to install a photoelectric control, of the Twist-Lock type photocell with three polarized contacts for the control of AC power supply according to ANSI-C-136.10- 2010, easy rotation of 180° minimum. It must also be 7-pin as intended for remote management (ANSI C.136.41-2013). The base of the photocontrol should not change the seal conditions of the housing.

It must have an adjustable mechanism to hold the luminaire to a metal tube (galvanized iron arm) in a horizontal position, with circular cross-section, from 46mm to 60mm  $\pm$  10%, of total external diameter.

The luminaires must have a system that allows adjusting the angle of inclination suggested by the designer (from 0 ° to a maximum of  $\pm$  15° and a minimum of  $\pm$  5°), i.e. physically the luminaire should allow that angle to be reached at the moment of its installation from its natural horizontal position of 0°. The angle should not be greater than 15 degrees. This tilt system should not compromise the integrity of the structure and other requested features.

The mounting and fixing system of the luminaire must be designed to securely hold the luminaire to an arm in a horizontal position and withstand vibration stresses. The system must comply with vibration standard on 3G luminaires in accordance with ANSI C.136.31-2010 and its updates.

#### **Thermal Management**

Luminaire shall start and operate in ambient temperature range of 0 to 40° C.

Maximum rated case temperature of driver and other internal components shall not be exceeded when operated in an ambient temperature range of 6 to 30° C,

Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.

Luminaire cooling shall be a passive system not requiring fans, liquids or pumps. Cooling shall rely on natural convection.

#### **LED DRIVER, Photo Control Receptacle, and Control Interface**

Luminaire designation(s) indicated "ANSI C136.41, 7-pin" shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, it may be 0-10V or DALI-(if DALI is offered offeror will need to validate if the DALI is posing a challenge for other 7 pin smart controllers). Control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier, as directed by Participant. PARTICIPANT will not accept proprietary interface.

#### **Electrical Safety Testing**

Luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL) or IEC approved laboratory.

Luminaire shall have locality-appropriate governing mark and certification.

Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration.

Electrical immunity - Fixture shall be complaint with ANSI C136-37 section 5.3 high surge protection. Include information with submittal whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.

Luminaire shall meet the performance requirements specified in ANSI C136.2 for electrical immunity, using the combination wave test level "Elevated 20kV/10kA".

#### **Interference and Power Quality**

Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class A (non-residential) digital devices.

Voltage surge testing-Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across operating voltage range. High or Extreme Surge Immunity required

**Color Attributes**

Color Rendering Index (CRI) shall be no less than 70.

Nominal Correlated Color Temperature (CCT) shall be 4000° K ± 200° K for the purpose of your proposal. Participant may specify an alternative color temperature and the supplied product shall comply with the nominal measured CCT and Duv is listed in Table 1 below.

<b>Table 1. Allowable CCT and Duv (adapted from ANSI C78.377)</b>		
Manufacturer-Rated Nominal CCT (K)	Allowable IES LM-79 Chromaticity Values	
	Measured CCT (K)	Measured Duv
3000	2870 to 3220	-0.006 to 0.006
3500	3220 to 3710	-0.005 to 0.007
4000	3710 to 4260	-0.005 to 0.007

If submitted nominal CCT is not listed 2.3 measured CCT and Duv shall be as per the criteria for Flexible CCT defined in ANSI C78.377.

**Identification**

Luminaire shall have an external label per ANSI C136.15.

Luminaire shall have an internal label per ANSI C136.22.

**Required Submittals**

1. Family grouping in accordance with LED Lighting Facts is permitted for the required submittals listed below, provided this is clearly indicated on the submittal form provided, and clearly communicated via a letter that includes detailed calculations relating the tested product(s) to the submitted product.
2. Product cutsheets
3. Luminaire cutsheets
4. Cutsheets for LED light source(s)
5. Cutsheets for LED driver(s)
6. Provide diagrams illustrating light output and input power as a function of control signal for dimmable drivers.
7. Cutsheets for surge protection device.
8. Instructions for installation and maintenance
9. Summary of luminaire recycled content and recyclability. Details on ease of disassembly for component replacement and end of life disassembly for recycling of recyclable components
10. Shall be in accordance with the FTC Green Guides, expressed as a percentage of luminaire weight.

11. IES LM80 reports with lumen flux maintenance of over 70% at 50,000 hours minimum
12. IES LM-79 luminaire photometric report(s). IES LM-82 reports may not be submitted in lieu of LM-79. Also include if not in the report.
  - a. Color Temperature (K)
  - b. Chromatic coordinates (x, y)
  - c. IRC Color Performance Index
  - d. Luminous flux (lumens): Lumens measured at the output of the luminaire
  - e. Matrix of luminous intensity
  - f. Curve in IES format of the offered model
13. Shall be produced by an approved DOE test laboratory or an accredited ISO 17025 laboratory. Results from an ICE Energy Efficiency Laboratory may also be accepted.
14. The test laboratory shall satisfy LED Lighting Facts accreditation requirements.
15. Shall include the following information:
  - a. Name of test laboratory
  - b. Report number
  - c. Date
  - d. Complete luminaire catalog number
  - e. Description of luminaire, LED light source(s), and LED driver(s)
  - f. Detailed photometry for sample cases showing light distribution ISO patterns and values for maximum luminance, minimum luminance, average luminance, max to min ratio, average to min ratio, max to average ratio, system wattage, total lumens of the fixture and veiling luminance values.
  - g. IES TM-15 Backlight-Uplight-Glare (BUG) ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0. provide polar diagram of luminous intensity
16. If luminaires are tilted upward for calculations of BUG ratings shall correspond to the same angle(s) of tilt.
17. Lumen maintenance calculations and supporting test data. Shall be in accordance with LED Lighting Facts guidance. *(Exception: calculations shall be based on the cumulative hours of operation minimum 50,000hrs desired 80,000hrs or greater.)*
18. Submit completed ENERGY STAR TM-21 Calculator as an electronic Excel file.
19. Computer-generated point-by-point photometric analysis of maintained light levels
20. Calculation/measurement points shall be per IES RP-8. Separated vehicular lanes, bikeways, and walkways shall be evaluated separately.
21. Calculations shall be for maintained values, i.e. Light Loss Factor (LLF) < 1.0, where  $LLF = LLD \times LDD \times LATF$ , and
22. Lamp Lumen Depreciation (LLD) shall be 0.90 at 50,000 hours or lower.
23. Luminaire Dirt Depreciation (LDD) = 0.90
24. Luminaire Ambient Temperature Factor (LATF) = 0.96
25. Mesopic multipliers (i.e., effective luminance factors) shall not be used. All values shall assume photopic visual adaptation.
26. Submit IES LM-63 format electronic file containing luminous intensity data associated with submitted LM-79 report(s) and used for point-by-point calculations.
27. Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages
28. Summary of reliability testing performed for LED driver(s)

- 29. Written product warranty of 10 years covering all components (see also table 3 for special requirements related to labor).
- 30. Safety certification and file number indicating compliance with UL 1598 or comparable international standard.
- 31. Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory).

**Quality Assurance**

Before approval and purchase, Participant may request luminaire sample(s) identical to product configuration(s) submitted for inspection. Participant may request IES LM-79 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.

Electrically test fully assembled luminaires before shipment from factory.

After installation, Participant may perform IES LM-50 field measurements to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.

**Warranty**

Warranty shall be of the minimum ten (10) years, and shall cover maintained integrity and functionality of the following. (Warrantees of greater than 10 years (e.g. 15 or 20 years) may also be offered)

- Luminaire housing, wiring, and connections
- LED light source(s)
- Ballast or driver
- Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

Manufacturer shall provide a full replacement warranty for all failed fixtures and in addition labor for failures that exceed the allowed amounts in the table below. Labor rate is based on an allowance of one hour per incident and includes the hourly rate for the service technician and bucket truck. The selected manufacturer or distributor shall provide a warranty bond equal to the value of the total cost of the supplied materials.

<b>Table 2. Allowed Warranty Failures</b>	
<b>Years Following Installation</b>	<b>Warranty Plus Labor/Equipment for Failures</b>
Years 1 through 3	Less than or equal to .5% per year
Years 3 to 5	Less than or equal to .8% per year
Years 5 to 7.5	Less than or equal to 1% per year
Years 8 to 9	Less than or equal to 1.5% per year
Years 9 to 10	Less than or equal to 2% per year



Note: failures are not cumulative. It will be to the sole discretion of Participant if the failures experienced in the previous years are below the allowed amount that they will allow the current year to be above the allowed amount by the difference between the actual failure rate and the cumulative acceptable failure rate. As an example, the combined failure rate for years one and two is 1.3%. If, for example, the actual failure rate in year one was .3% would PARTICIPANT permit a failure rate of 1% in year two for a combined total of 1.3%? The current requirement is that year two would still be limited to .8% regardless of the performance in year one.

Selected Offeror may propose an alternative method for mitigating the participant's risk during the warranty period.

**LED driver(s)**

Warranty period shall begin on the date of service, or as negotiated by Participant such as in the case of an auditable asset management system. Selected Offeror will set up an auditable system of asset management during and following the install. All installation crews will undergo training and certification by Participant prior to the installation as may be required and determined by Participant.

**Eligible Manufacturers**

Any manufacturer offering products that comply with the required product performance, minimum installation experience and operation criteria may be considered.

**Technical Requirements Controls**

In the event a Participant is considering the installation of an intelligent control system it should be able to be easily integrated with AMI data systems for other utility systems such as water, gas or electric. Participant sees significant value in an overall system that allows cross compatibility and data management across multiple systems both now and into the future on a single integrated platform. They also anticipate that the system needs to be scalable and have the ability to upgrade at specific locations to higher bandwidths to support a variety of capabilities and municipal needs of national and local government, police, emergency services, other utility service providers, and other potential service providers or end users. Consequently, greater value is placed on systems that are not proprietary and are demonstrating applications beyond the management of streetlights and interoperability with other systems. Claims of the ability to support smart cities concepts do not have the same value as actual demonstrated applications. Preference should be given to companies that are demonstrating a commitment to interoperability and integration of multiple data sensors or inputs from multiple sources such that expansion of the control network to incorporate smart cities concepts will be facilitated and simplified.

Control systems may use RF Mesh or wireless point to point communications.

Experience - Shall have installed not less than one project that is fully operational of at least 5,000 nodes using the offered system. Provide a list of the locations and reference contacts for each project.

### Smart Control System

The smart control system shall consist of a Node, Gateway and Central Management System. The control system shall have the parameters and features as listed below.

Table 3. Control Node	
Parameters	
Power Consumption	Max 2 W exceptions may be permitted for high bandwidth options
On and Off Control	Yes
Dimming Control Range	20% to 100%
Operating voltage/amperage	120 to 277 volts 50/60 Hz 15 amps
Preset Default Dimmed State	Control will provide for a default dimmed state which can be factory set and adjusted later via the control network
Surge Protection	700 joule CATC or better.
ANSI 136.41	7 pin complaint with pins 6 and 7 active and able to receive both digital and analog data.
Programmable Schedule	<ol style="list-style-type: none"> <li>1. Daily/Weekly/Monthly recurring schedule</li> <li>2. On call. Lights can be controlled individually or in groups on call.               <ol style="list-style-type: none"> <li>A. Individual events (special days)</li> <li>B. Minimum 15 minute increments</li> </ol> </li> </ol>
Energy Measurement	Accuracy within 1% Must meet revenue grade metering per ANSI 12.20
On-Time Tracking	Accurate within one (1) second
Communication	RF Wireless; self-forming and self-restoring mesh network, point to point communication or Cellular such as GPRS
Node to Node communication (in case of mesh technology)	Mesh Network up to 500m line of sight
Spectrum	Spread Spectrum: <ol style="list-style-type: none"> <li>1. Frequency Hopping or               <ol style="list-style-type: none"> <li>A. Direct Sequence</li> <li>B. Other spread spectrum methods may be considered at the time of tendering.</li> </ol> </li> </ol>
Frequency (United States unlicensed bandwidth requirements)	<ol style="list-style-type: none"> <li>A. 902 - 928 MHz, Max Tx Power 1W, BW 250k</li> <li>B. 902 - 928 MHz, Max Tx Power 0.25W, BW 500k</li> <li>C. 2.4 -2.4835 GHz, Max Tx Power 0.125W, 1MHz (BWmin)</li> <li>D. 5.725 -5.875 GHz, Max Tx Power 0.75W, 1MHz, (BWmin)</li> <li>E. May also operate on a licensed bandwidth. It is the responsibility of the Offeror to verify they can operate on their system's frequency in the United States</li> </ol>

Encryption/Security	F. AES-128 bit or AES-256 Encrypted Communications or better G. Secure has algorithm or other such as RSA-1024 or ECC-256 H. Or other PARTICIPANT approved encryption
Loss of Communication	Node functionality shall be independent of wireless network; the node shall store current, wattage, power factor, and length of operations. Minimum storage capacity should be 60 days. Node shall revert to standard dusk to dawn operations when not in communication and shall permit default power setting such that when in default mode it shall operate at a preset dimming level that can be overridden by the controller when in communication providing the full range of power options.
Ingress Protection	IP65 or better
Addressing	IPv-6 Addressable Remotely addressable in the field by technicians using a laptop or other hand-held device.
Standards	Compliance with ANSI C136.10-2006 - Photocell Operation
	Compliant with UL 773, Wet rated, Outdoor
	Compliant with ANSI C136.41-2013 Dimming
GPS	Control shall have built in GPS receiver. Self-commissioning is a preferred option but not required.
Materials	Exterior materials shall be UV resistant. Photocell "window" transmissivity shall provide for nominal operation during the ten year warranty period. See also ASTM G155, D2565 and D4459.
Failure mode	Controller shall fail in the "On" mode
Added Capabilities	Demonstrated through commercially installed systems support for motion sensors, tilt sensors weather sensors etc.
Warranty	> 10 years
Lifetime	20 years

**Gateway.** The gateway or access point (AP) shall be designed to facilitate remote monitoring and control, energy measurement and GPS location of the streetlights. The gateway shall automatically register to the mesh network or nodes and shall provide real time update of the status of all fixtures and data collected by the nodes. The gateway provides the data transmission to the backhaul system and/or may serve as the backhaul. The Gateway shall have data storage such that no data will be lost in the event of loss of communications or power outages (minimum 60 days storage). The gateway should be able to handle added data from ancillary devices in addition to the standard required data from the control nodes.

The required specifications are listed below. Proposers are required to indicate compliance or non-compliance with each of these requirements. Deviations must be explained and a discussion of the advantages of the proposed system approach provided for each deviation.

<b>Table 4. Gateway Minimum Specifications</b>	
<b>Specifications</b>	
System Voltage	120-277 volts
System Frequency	50/60Hz
Power Consumption	Max 15W
Operating Temperature	18°C to 40°C
Surge Protection	ANSI C-High 10kV/10kA
Registration to Network	Automatic
GPS	Accuracy within 3m
Communication	RF Wireless; Self-forming and Self-restoring mesh network or point to point communication. Interconnectivity to fiber network, hard wire or cellular.
Gateway to Node communication	Mesh network up to 500m line of sight.
Frequency	2. 902 - 928 MHz, Max Tx Power 1 W, BW 250k A. 902 - 928 MHz, Max Tx Power 0.25W, BW 500k B. 2.4 – 2.4835 GHz, Max Tx Power 0.125W, 1MHz (BWmin) C. 5.725 -5.875 GHz, Max Tx Power 0.75W, 1MHz,(BWmin) D. May operate on licensed Frequency
Spectrum	Spread Spectrum: I. Frequency Hopping A. Direct Sequence B. Or approved other
Network Communications	IEEE 802.15.4 (6LoWPAN/FHSS/DSSS) Multi frequency to allow communication with other devices operating on other public band widths
Addressing	IPv6, IPv4
Security	1. 128 bit AES Encrypted Communications 2. Or other Participant-approved encryption

Gateway to Central Asset Management System	A. SSL connection for data transfer B. TCP/IP Sockets C. 256 Bit AES Encryption Other data transfer and encrypted methods providing similar or improved performance will be considered.
Backhaul Communication	Ethernet Port; GPRS/HSPA/WIFI/EDGE not less than 2 Mbps with less than 15ms latency of data transfer
Data Storage	Gateway/AP shall have minimum of 30 MB storage and 30 MB flash memory
Battery back-up	System shall have battery backup option sufficient to provide operation for not less than 8 hours
Ingress Protection	IP66. Unit shall attach to the fixture using the standard ANSI 136.41 twist lock receptacle and shall provide a weather tight seal between the control device and the receptacle. All contacts shall be corrosion resistant. Connection shall be resistant to vibration
Standards	
	Compliance with FCC Part 15 required Sub Sections
	Compliant with UL 916
Warranty	10 years
Lifetime	Minimum 10 years

**Central Asset Management System.** The asset management system must provide revenue grade meter data as well as the continuous system status to provide accurate billing to the end customer and integration into any Participant work management system to provide for rapid repairs to keep the system reliable. In addition, it must be able to pinpoint problems by location so the proper repair personnel can be dispatched.

The Management system should allow for partitioning of the information received such that varying customers can be afforded access to specific information details but not have access to others or to have the ability to modify or control systems beyond that allowed. Proposers must supply details of any fees associated with the management system either one time or ongoing. Multiple options may be offered. Proposers shall indicate if training is included or provided as a separate cost item.

The desired parameters are listed in the Table 7 below. Proposers must detail deviation from these parameters of their system and describe the benefits of their approach verses those requested.

<b>Table 5. Preferred Minimum Requirements</b>	
<b>Parameters</b>	
<b>Management</b>	1. Customer Hosting/ Customer Server A. Optional Supplier Server/ Supplier Hosting B. Multi-User C. Multi-Site D. Non proprietary
<b>Scheduling</b>	A. Programmable dimming B. Day of week specific dimming C. Up to 5 Nightly Intensity Shifts D. On call intensity shifts for individual or groups of lights
<b>Grouping</b>	A. System shall be capable of grouping up to 20,000 luminaires B. System shall be capable of actively managing up to 1,000 Groups C. The ability to easily select multiple protocols for each group
<b>Control &amp; Monitoring</b>	Real Time: A. Status (On/Off) B. Consumption C. Current, Voltage & Power Factor D. Lumen Depreciation E. Alerts/Alarms for pre-set thresholds of on, off, voltage, current, power factor, etc.
<b>Reporting</b>	Standard A. Reports for all control and monitoring states B. Burn hours report or kWh report from multiple groupings by group or programmable for specific groups. C. Constant lumen output report D. Preset alerts report E. kWh usage based on set periods and set groupings F. Accuracy-both the individual control and the system groupings must report with a degree of accuracy to provide revenue grade billing for the end customer. G. Provide real time fixture status H. System or algorithm to identify wire theft Unit shall have the ability to customize time-based

	reporting for any combination of control & monitoring states.
<b>Data Access</b>	Partitioning-end customers should be allowed access to certain levels of data and control but not others.

Management software should be non-proprietary and interoperable with other standard forms of software programs. Should have open API. Program shall be compatible with both PC and Mac based systems. API should be available via web services (restful services preferred). System should support reporting events via web hooks.

Ability to easily integrate with other data inputs. Data from the management should be equipped with basic analytics tool; if not, it should be easy to ingest data from the Management systems into another predictive analytics engine in the future (e.g. support other IoT communication protocols (MQTT, etc.)

**2.4 Procurement**

The Selected Offeror shall secure all required materials and shall negotiate the best possible pricing from the manufacturers. The material costs shall be priced at cost and the bid price shall be a standard mark-up for all materials. The Selected Offeror shall be required to show all final invoices for materials procured for installation in each community. Under no circumstances will the Selected Offeror be allowed to receive any financial consideration for using a particular product, vendor or service in connection with any work done under this procurement. Any such benefit must be passed to the Participant. All suppliers must be paid within thirty days or less. The only exception to this is in the event of a dispute or if the cause for delay is outside the Selected Offeror’s control.

**2.5 Coordinate Financing**

If required the Selected Offeror will work with the Participant to determine their financing needs and if requested shall secure financing offers or provide a financing package to the Participant per the Participant’s instructions.

**2.6 LED Installation**

LED Installation services shall include:

- Remove all existing street light fixtures scheduled for conversion and install the procured LED street light fixtures and photocontrols in accordance with the detailed installation list and guidance to be provided and in accordance with Utility Agreements and Tariffs. All LED Fixtures will be installed in accordance with the manufacturer’s instructions and will be reasonably level so as to limit water entry into the fixture from the mast arm;

- In conjunction with the installation of the fixtures, it will also be a requirement to install the approved fuse assembly, when required by the Utility, if one does not already exist between the base of the mast arm and the connection to the secondary wires;
- Attach labels to indicate ownership as required by the serving utility License/Attachment Agreements. These labels will be supplied by the Participant, except as may otherwise be agreed to by the Participant and the Selected Offeror as part of the Agreement between the parties;
- Dispose of all waste materials in accordance with all applicable Federal, State and Local Laws and Regulations. Provide required documentation (e.g. waste manifests, if required) to the Participant for the Participant's records;
- Identify any failing mast arms or seriously degraded wiring for replacement. Replacement work will be performed separately and only with approval of the Participant;
- The Participant may at its option request as part of the installation that the contractor record the GPS location of each pole with a price adjustment specified in the proposal (Alternates). The Participant may at its option choose to employ a streetlight control system, and in such case the recording of the foregoing data, along with the Mac address of the control would be required with a price adjustment specified in the proposal (Alternate). Record all information on the pole numbers, equipment installed and dates, as well as other information required by the Utility, and provide weekly electronic reports on excel spreadsheets using the format supplied by the Participant;
- Commission all intelligent controls installed and verify all controls are communicating (see 3.1F);
- Identify any errors in the supplied inventory;
- Provide a full warranty for all workmanship; if at any time the Selected Offeror's workmanship is determined to be faulty or not in accordance with good Utility practice at the time of installation, the Selected Offeror shall be required remedy to said deficiency at no cost to the Participant;
- The Selected Offeror shall be responsible for all warranty replacements for the first 90 days at no cost to the Participant. Thereafter the Participant shall be responsible for labor associated with equipment warranty replacements;
- In the event of a situation requiring the work of the serving utility company such as a no power situation, coordinate with the serving utility to complete the work and notify the Participant of the request.

## **2.7 Maintenance Services Following LED Conversion**

Provide all equipment, qualified personnel and supplies necessary to provide timely services to all out of service LED lights during the term of the Contract. This work will generally be on-call with all work to be completed within five (5) working days of the request. Included in this work are all repairs necessary to keep the lights functioning properly. See Section 3.3.



## **SECTION 3: Detailed Requirements / Special Instructions to Offerors**

After acquisition from the Utility, the Participant intends to convert its system to LED lamps. A Participant may elect to have an intelligent control system for some or all of its lights. Prior to and during the conversion process the existing system will have to be maintained, as described in Sections 2.1 and 3.2 and 3.3. Once the system is converted to LED technology and following the required warranty period for all work of the Selected Offeror, any required repairs shall be on a Time and Materials basis in accordance with the price schedule supplied and approved for the Offeror. The Selected Offeror's workmanship shall always be guaranteed. In the event of a subsequent repair identified that is the result of poor workmanship of the Selected Offeror, such repair shall be at the sole expense of the Selected Offeror. Additional details regarding required services follow.

### **3.1 LED Installation**

- A. The equipment will be shipped to the Selected Offeror's place of business or designated location, or at the Participant's designated location, at the Participant's option. The Selected Offeror will verify the counts and details of the received equipment to the Town and will thereafter be responsible for the accepted quantities.
- B. The Selected Offeror will, in coordination with the Participant, meet with Participant officials to schedule the work and identify any traffic, police details or other considerations in scheduling the work. Some work may be required outside of normal daytime working hours. Every effort will be made to minimize overtime work. The Selected Offeror shall be responsible to provide and pay the cost of traffic safety and control in the work area, including, but not necessarily limited to, flag persons. Police services will not be provided by the Participant for such purposes. Flagman costs will be paid by the Participant only to the extent required by the Participant.
- C. To facilitate efficient work flow, any necessary repairs to mast arms, internal wiring, or other repairs will be completed separately from the conversion component. Street lights requiring these repairs will be remediated and converted to LED after the conversion of lights that do not require such repairs. In addition, should any high pressure sodium (HPS), fixture fail during the light replacement phase of the project in an area that will not be scheduled for work for more than two weeks (out of sequence work), that fixture will be replaced with the designated LED for that location promptly and out of sequence at the Participant's discretion. Otherwise, the Participant may agree to allow such failed fixtures to be addressed in sequence when that area is scheduled rather than replaced out of sequence. The general approach for the LED conversion is to replace the existing fixtures as quickly as possible to maximize the savings benefit from the switch to LED technology.
- D. All LED fixtures will be installed in accordance with the manufacturer's instructions and mounted reasonably level so as to limit water traveling down the mast arm from entry into the fixture and for proper light distribution on the roadway. If the Offeror encounters any mast arms that are so badly deteriorated or where the internal wiring is brittle and unsafe so as to prevent proper installation, the Participant will be notified so it can authorize

replacement. Any removed mast arms or wiring will be made available for inspection by the Participant.

- E. Fixture Inventory. All fixtures installed will be noted on the provided excel spreadsheets. The pole number will be verified and the wattage of the removed fixture verified. Any errors in the inventory sheet will be noted.
- F. Commissioning. All LED fixtures installed with the intelligent control devices may require commissioning. The commissioning process involves using a bar code reader and GPS device (typically an iPad) to record the bar code of the control device and the GPS location of the fixture. This information is then related to the supplied inventory sheet. It is the responsibility of the Selected Offeror to set up a procedure to properly collect this information and to enter it into the software management system. It must be linked to the pole number, and address in accordance with the utility accounting process. This process adds less than 1-2 minutes to the installation process and can be done with experience in less than 30 seconds. The information is recorded by the installer on the ground before going up in the bucket truck to install the fixture.
- G. Decorative Fixtures. Existing decorative fixtures may be retrofitted once a suitable retrofit kit is identified and approved by the Town. The price for that work will be quoted *separately* as part of the follow-on work under this Request for Proposals.
- H. Reporting. The Selected Offeror will coordinate with the serving utility for their reporting requirements for timely adjustments to the billing. The Town shall be copied on all submitted reports. As a minimum the Town will receive a weekly report of the work progress and the utility shall receive a report at least monthly. The Selected Offeror shall assist the utility as necessary to correct the inventory to reflect the work accomplished and expedite the billing adjustment.
- I. Follow-on Maintenance-Following completion of the conversion project the Selected Offeror will be required to provide follow-on maintenance and warranty repairs for a minimum of three years. All warranty repairs shall be at no cost to the Participant for a period of ninety (90) days following date of installation. The Selected Offeror shall be liable for any workmanship issues for the term of the contract and not less than three years following the end of the contract.

### 3.2 Routine On-Call Maintenance

- A. Pricing approach. In the event that the Participant shall choose to retain the existing system for an extended period of a year or more before conversion to LED, the Participant may elect an alternate price for maintenance on the basis of a fixed price per light per month and such price will include materials except as otherwise noted. Unless the Participant selects this alternate the repairs shall be on a Time and Materials basis using the price quotes on the provided pricing schedule. Prices for any items not listed shall be agreed on by all parties prior to commencing work. Each Participant will make an election of the fixed cost per light approach or the Time and Materials approach when the delay will be longer than one year and that election shall be reflected in the Contract between the Selected Offeror and each Participant.

- B. Call center operation. The Selected Offeror must have a 24/7 call center to receive reports of outages from all potential sources. The call center is a vital component of the operation because the Selected Offeror must schedule the work based on input from the call center as well as other sources and also because, as the primary customer contact, the call center will establish and manage customer expectations. The call center also collects performance data and prepares reports as required by the Participant. Any calls received shall be responded to promptly but in no case later than the following workday from when the call is received, except when the caller does not expect a response. In general, it is expected most calls will be routed through the call center except where the Participant opts to be the primary point of contact. The call center will be available to receive calls 24/7. Once per month, or as may be otherwise agreed, a report will be provided to the Participant detailing the services performed during the prior month including all calls received and from whom, the respective Participant to which the call applies, the date of repair, and the nature of the repair. It is expected that any time a crew is out, they will look for outages and make appropriate repairs as authorized by the Participant at that time.
- C. On-Call Maintenance Following Energy Efficiency Improvements. All supplied fixtures and materials used in repairs and maintenance shall be installed in accordance with the manufacturer's instructions and any instructions provided by the Participant. The Selected Offeror is responsible for the proper disposal of all waste materials generated in the performance of this Contract. All hazardous or potentially hazardous materials (e.g. possible PCB containing light ballasts) will be disposed of in accordance with applicable laws and appropriate records maintained as required by law. Any time a light is serviced, the date, time, nature of the repair, and pole number will be recorded and, in the case of fixtures with intelligent controls, the new bar code read and recorded along with the pole number.
- D. Coordination with Utility. The Selected Offeror will be responsible for coordinating its activities with the Utility on behalf of the Town as may be required by the Utility Agreements and Tariffs, and will be responsible to keep the community informed of such coordination. Such interaction may include no power situations, knockdowns, pole transfers, stray power, lights too close to primary wires or transformers, voltage issues, underground faults, reconnections, de-energizing or any other conditions requiring the Utility support to permit a repair and to return the light to service.

### 3.3 General Maintenance

- A. Includes all operations and services necessary to keep all of the Participant's streetlights operational. Actual counts may vary from the Utility-provided inventory depending on final counts following completion of the LED conversions. General Maintenance consists of the call center, general overhead, all equipment, qualified personnel, and, as required, the replacement of all components of light fixtures including replacement of the entire luminaire with a like item or equivalent fixture, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, and brackets that have failed due to normal age and or deterioration. Also included is general cleaning of all components of the fixture during any service, trimming of branches less than 1.5 inches in diameter within three feet of the

luminaire that may interfere with the illumination of the street ("Tree Trimming"), and quarterly night checks of all lights in the Participant's jurisdiction.

- B. Pricing Approach. Pricing shall be on a time and materials basis, unless, per 3.2.A., the Participant has chosen to retain the existing system for an extended period. For the purposes of this RFP, Offerors will be required to post prices for specific estimated quantities of this work and will be bound by the quoted prices for the duration of the Contract. However, the quantities used are estimates only and are not a guarantee of the costs of the work. The Participant may at any time determine that it is either required or it is in the best interests of the Participant to seek additional bids for unusual or extra items such as underground repairs.
- C. Timing of repairs and method of notification. All general repairs that are the responsibility of the Selected Offeror must be completed within five (5) working days starting with the first working day following the reported outage unless otherwise agreed to in writing by the parties following the date of notice. Receipt of approval to perform work by the Participant shall be deemed written approval, provided the email is sent by a person authorized by the Participant to approve the work. Any outages reported on a holiday or a weekend will be considered as reported the first working day after the holiday. As an example, a lamp that is reported on Sunday shall be deemed to have been reported on the following Monday and the first counted day shall be Tuesday. This repair must be completed by the following Monday at midnight. All non-routine repairs such as pole transfers, knockdowns, storm damage, underground faults, repairs requiring actions by the Utility shall not be subject to the five (5) day requirement but rather will be separately agreed to by the parties.
- D. In the event the Participant employs intelligent controls, then the report of outage may be an electronic report generated by the control network.
- E. Damages for failure to perform repairs within prescribed periods. THE CONTRACT BETWEEN THE TOWN AND THE SELECTED OFFEROR WILL CONTAIN A LIQUIDATED DAMAGES PROVISION FOR NON-PERFORMANCE AND/OR FAILURE TO PERFORM REPAIR WITHIN THE PRESCRIBED PERIODS.
- F. Routine replacements. This section applies primarily to maintenance of the existing HID system. Routine replacements include replacement of failed lamps (bulbs), photocells, ballasts, starters, igniters, standard lenses, reflectors, approved fuse holders, and fuses to be supplied through the Selected Offeror for any remaining HPS fixtures. Also included is the provision of appropriately trained personnel, equipment, and overhead equipment necessary to routinely replace lamps, photocells, and other street light components, cleaning of the lenses as necessary in conjunction with the service, replacement of lenses that are discolored or damaged, Tree Trimming, and general cleaning of the fixture to remove any foreign material such as nests. The price for replacements is to be expressed in cost per repair labor and (see pricing sheet for specifics) materials to be at cost plus standard (see price sheet) markup as bid. The Proposal amount will be based on the prices quoted multiplied by the estimated quantities of each type fixture repair to arrive at a total price for this component.

- G. Call Center and Reporting. Price should include operation of a call center and the preparation of regular performance reports. The Selected Offeror will be required to have a 24/7 call center for outage or other contact as may be needed such as for emergency response that is answered by a person at all times. Such person shall be adequately trained to gather the needed information to affect the needed work and shall deal with the caller in a respectful manner at all times. A record of all calls will be included as part of the routine reporting as may be required by the Participant. In addition, the Selected Offeror shall keep records of all performed services and repairs including the date the request was made, the source of the request, the date the work was performed, and the nature of the repair (e.g. "replaced photocell"). The Selected Offeror shall provide reports as may be required by the Participant. During the conversion phase the Selected Offeror shall be required to report weekly all conversions completed detailing the date the work was done, the specific wattage of the LED installed, the address, the pole number, the initials of the installer and any other noted special conditions. Such reports may be transmitted electronically.
- H. Warranty repairs of LED lights. All existing LED lights and all newly installed LED lights and photocontrols are expected to have a ten-year warranty. Repair of these fixtures/components is a repair by replacement and the non-working fixture/component exchanged through the supplier. The Selected Offeror will coordinate such warranty exchanges as needed and in accordance with procedures jointly developed between the manufacturer's distributor, the Participant and the Selected Offeror. As a part of the materials order each Participant will be supplied a minimum reserve stock of fixtures/components to ensure repairs can be performed in a timely fashion. Fixtures used from the reserve stock will be replaced by the warranty replacement supplied by the supplier and coordinated by the service provider or Selected Offeror as applicable so as to maintain a continuous stock of reserve fixtures. Details of this process shall be worked and agreed to by the parties. Any contested warranty issues with the designated supplier will be brought to the attention of the Participant and the product vendor for resolution. Warranty replacements must be completed within five (5) working days following notice of the failure and availability of the warranty replacement fixture. Any replacement for a failed intelligent control fixture will be required to have its bar codes and location information recorded for inclusion in the Participant's data base. Locational information (street name and pole number) on equipment replaced under warranty must also be kept and provided to the Participant so they can track warranty repairs. Selected Offeror shall be responsible for all warranty repairs for the first ninety (90) days following the date of installation.
- I. Emergency Work. Emergency work is defined as work necessary to render the scene safe and, to secure any Participant-owned equipment from the roadway and or the sidewalk. Emergency work is normally done in response to a knockdown or storm damage and will be the result of a notice received from the Participant, the Utility, or local emergency responders, provided that in the event the notice is received from other than the primary Participant contact, immediate notice shall be given to the primary Participant contact. Participant-owned equipment that can be picked up by the personnel at the scene will be picked up and removed for later delivery to the Participant or for disposal if non-

salvageable and its disposal approved by the Participant. These costs are will be billed separately at the time and materials price.

- J. Knockdowns. The Selected Offeror's initial responsibility in the event of a knockdown or storm damage is limited to making the site safe and recovering any Participant-owned equipment. The day following the securing of the site and/or removal of the equipment, the Selected Offeror shall provide a cost proposal to complete the needed repairs/replacement. The Participant may submit a claim to an insurance company providing coverage for the repair, in which case, the Selected Offeror may be directed to contact the insurance company to arrange payment to do the work. The Participant may also seek additional quotes for this work as it may be in the Participant's best interest. Repair work includes adding brackets and luminaries to existing wooden poles, installation of new poles (wood, steel, or aluminum) and standard or decorative fixtures, installation of new underground conduit lamp bases, poles and fixtures, and the installation of replacement LED or other fixture as determined by the Participant. Pricing for this work is provided for the purpose of estimating the potential cost of such work for budget planning purposes and to determine the total value of such work for the term of the Contract. Should the Participant request such work of the Selected Offeror it will be based on the estimates provided or some other lower price as may be agreed to in advance by both parties.
- K. Failed Fixture Replacement. Includes installation of a new fixture (applies to cobraheads only) where the Participant is maintaining the existing HID system. The Participant may provide replacement LED lights to be used in lieu of replacing failed HID fixtures with another HID fixture. Failed decorative fixtures shall be dealt with as "Extra Work" and separately bid at the time of needed replacement.
- L. Photocells supplied by the Selected Offeror as part of the follow-on maintenance services for HID lighting shall be designed for not less than 5,000 cycles and must meet Utility Agreements and Tariff specification requirements for the Utility serving the Participant. Standard photocells must meet the specifications provided by the Utility.
- M. Intelligent control devices, specialized photocells and long life photocells used as part of the LED conversion shall be supplied by the Selected Offeror. The Selected Offeror will provide a basic stock of replacement units for that Participant that shall be maintained and accounted for as agreed to by the parties.
- N. Fusing. When required per Utility Agreements and Tariffs, all lights will have a fuse and fuse holder installed the earlier of when a light is installed or when the light is serviced the first time. Once all lights are fused, no further fuses or fuse holders will be required. Failed fuses shall be replaced as part of any service call. Fuses must comply with the Utility specifications and shall use a slow blow style fuse rated at not less than fifteen (15) amps.
- O. Extra work. Includes any special work not covered above. The price should be expressed in dollars per hour for each class of employee inclusive of equipment which may be used on the job using the provided costing sheets. Materials are to be billed as a separate item. The Offeror must indicate any standard markup percentage for supplied materials. These

prices are supplied for estimating purposes and for application to any work in this category within the term of the Contract.

- P. Data recording for intelligent control system installation. During the installation process for any intelligent control device the bar code on the control device, the bar code on the fixture if available, the pole number, and the GPS coordinates will be recorded and reported weekly for work completed to date. Any discrepancies with the inventory and the equipment currently in place will also be noted. The Town will provide necessary training and equipment for the commissioning process.

## **SECTION 4: Timeline and Calendar of Events**

**All dates are estimates subject to modification at the discretion of the City.**

Pre-Offer Conference: There will be a mandatory pre-offer conference at the City of Kingston City Hall, [address] at \_\_\_\_\_ a.m., January \_\_, 2108.

Deadline for Receipt of Proposals: Proposals must be received by \_\_\_\_\_ PM \_\_\_\_\_ February 2018 at the following address\_\_\_\_\_. Required Electronic Versions must be received by the same time to the following email address \_\_\_\_\_ or included with the submitted paper copies. See Section 9 for other details regarding submission requirements.

Anticipated Contract Award by City of Kingston: 60 to 120 days from deadline for receipt of proposals.

Anticipated Contract Award by other initial Participants: Following award by City of Kingston, up to 12 months from contract execution by City of Kingston.

Contract Execution: Selected Offeror to present executed Contract with Bonds and Insurance to City of Kingston within 10 Business Days of contract award. Selected Offeror to present executed Contract with Bonds and Insurance for other Participants within 10 Business Days of Contract award by each Participant. Contract execution by City of Kingston and each Participant is subject to approval and execution of Utility Agreements by the Participant.

Notice to Proceed: For City of Kingston and each other Participant: Notice to Proceed will be subject to receipt by the Participant of PSC Approval of such Participant's Purchase Agreement and Operating Agreement with the Participant's Utility and closing on such agreements by the Participant.

Potential award by "piggybacking" Participants: Up to 12 months from the effective date of the City of Kingston Contract.

## **SECTION 5: Term of Contract**

The Contract between the successful Offeror and the Participant shall be for a period of three (3) years with one additional extension for a further two-year period, at the option of the Participant on 60 days' notice.

The Participant reserves the right to terminate the Contract with thirty (30) days' notice in the event of unsatisfactory performance of the Selected Offeror or for the Participant's convenience. Each Contract will also contain an executory clause providing that if funds for the Contract are not appropriated by the Participant in any fiscal year, the Participant will not be obligated to pay the amounts due beyond the end of the last funded fiscal year.

## **SECTION 6: Method of Award**

The selection process will utilize a best value approach, based on a combination of qualifications and pricing as described below.

## **SECTION 7: Qualifications and Evaluation Criteria**

Each Offeror shall provide a written proposal demonstrating its qualifications outlined in this section. A simple statement of qualification will not be sufficient; the Offeror must provide specific examples with sufficient detail for the Participant to determine from the written proposal the level to which the Offeror meets the qualifications for the purpose of scoring that Offeror as outlined below. If an Offeror believes it has examples of work that would be the equivalent of the required qualifications, it may submit them for consideration. The City reserves the right to reject any submissions that in its opinion are not equivalent or inadequately described. Failure to satisfactorily address each of these qualifications will result in rejection of the Proposal at the sole discretion of the City. The selection committee reserves the right to consider any information it may obtain in making their final recommendation for award.

All pricing will be based on the pricing sheet submitted in response to this RFP. See pricing sheets in the price proposal section of this RFP for full details.

Each company will be rank ordered and scored. The score for each component will be weighted and the total end score will be developed for each Offeror. The final scores and any other factors deemed important will determine which company(s) are selected. The City reserves the right to select one or more Offerors as may be in the best interest of the City. The Contract will not become effective until it is executed by an authorized representative of the Participant, upon governing board resolution.

### **7.1 Experience – Audit and Design**

Offerors must have demonstrated experience auditing and designing municipal street lighting systems. This includes verifying billing accuracy, providing detailed financial analysis of lighting



alternatives considering all of the latest proven technologies, life cycle costing, completing field audits, developing and implementing lighting plans using IESNA guidelines or municipal guidelines, and securing conservation or other available grants. Providing monitoring and verification services to include providing to the applicable utility service provider the required paperwork to effect adjustment of the billing to reflect the changes implemented and verification of the correct billing adjustments and credits due to the community.

Provide examples of such projects including the original project costs and savings estimates and the final project costs and savings along with the starting and ending dates of the project and project reference. - **5%**

Unacceptable: The Offeror has no relevant experience or a single project reference or results of completed projects is deemed poor. (0)

Acceptable: The Offeror can document relevant experience in at least two locations and results are acceptable. (1)

Advantageous: The Offeror can document relevant experience in more than two locations with positive results. (2)

Highly Advantageous: The Offeror can document extensive relevant experience on street light systems with positive results. (3)

## **7.2 Experience – Procurement, Installation and Maintenance**

Offerors must have not less than two years' experience maintaining a municipal or government owned street lighting system or providing on-call repair services to outdoor lighting or other facilities, as well as a demonstrated ability and experience to satisfactorily install and maintain street lights on wood, metal and concrete poles including installation of the poles both with and without foundations and associated underground service. Offerors who believe they have demonstrated experience providing on call service of a sufficient size and duration to be similar may detail such experience and why they believe it should qualify.

Provide information to demonstrate the above experience qualifications. - **15%**.

Unacceptable: The Offeror has no relevant experience. (0)

Acceptable: The Offeror can document relevant experience in at least one location and provide references and relevance. (1)

Advantageous: The Offeror can document relevant experience in more than two locations and provides a list of references and relevance. (2)

Highly Advantageous: The Offeror can document extensive relevant experience on street light systems and provide a list of references and relevance. (3)

### 7.3 Staff and equipment to carry out the Contract

The Offeror must have the necessary staff and equipment to perform the work or must demonstrate the ability to obtain the necessary manpower and equipment within a reasonable time following execution of a Contract between the Participant and the Utility in addition to manpower necessary to service any other existing ongoing contracts. The Offeror must have at least one insulated bucket truck available or at its disposal capable of reaching 35 feet, as well as sufficient additional bucket trucks and the ability to field sufficient crews to complete the conversion portion of the work in the Participant's jurisdiction within a reasonable period, but in no event longer than 6 months from the respective Participant's Closing on the purchase of the street lights, contingent on the availability of equipment to be provided by the Participant as described herein. Generally, it is expected that a Selected Offeror will be capable of installing 500 cobra-head style fixtures per week. Please note a typical experienced electrician can install roughly 25 lights per day and 125 per week. The number of crews (one electrician each) will be dependent on the number of Participants and the timing of their requirements. Offerors must demonstrate availability by their service provider either through ownership, lease, loan, or partnership of other needed equipment such as pole trucks, auger trucks, jack-hammers and associated compressors, cranes, etc. as may be typically required for street light maintenance and repairs including knockdowns or decorative underground fed lighting. Offeror's anticipated service provider must have sufficient licensed electricians and or journeyman linemen on staff that are qualified electrical workers under Occupational Safety and Health Administration (OSHA) 1910.269 under the aforesaid definition of Qualified Worker. **All work** must be performed by "Qualified Workers" in accordance with the terms of the attached Utility Agreements and Tariffs. Use of non-qualified personnel is justification for immediate termination of the Contract.

Provide the names and qualifications of all personnel employed by the Offeror who will be assigned to do the work and copies of their certifications. Provide the names and contact information of the responsible supervisors or company representative who would manage the work. Indicate associated times that the Offeror is prepared to take over maintenance of the system. -- **15%**

Unacceptable: The Offeror does not have the necessary resources to perform the work. (0)

Acceptable: The Offeror will hire or contract for the needed staff and lease or purchase the necessary additional equipment. (1)

Advantageous: The Offeror has the necessary staff and equipment or has demonstrated the ability to secure the necessary staff and equipment to perform the work or has demonstrated the ability to have the necessary manpower and equipment within a reasonable time (2-3 weeks) from Contract award. Note; necessary staff may mean the Offeror has an agreement or contract with a qualified vendor for the installation and said agreement includes pricing included as part of the submission and as required by this RFP. (2)

Highly Advantageous: The Offeror has the necessary staff and equipment or demonstrated they can secure the necessary staff and equipment to perform the work and could begin within three weeks of Contract award. (3)

**7.4 Quality and Appearance of Equipment**

Offerors must provide a list, along with photos, of the equipment available to perform the work. The list should include year, make and model of the equipment. Bucket trucks must be double insulated. In the event the Offeror is partnering with a contractor then the supplied information shall be of their equipment. -- 5%

Unacceptable: Equipment is in a poor state of repair and does not present a good appearance. (0)

Acceptable: Offeror owns appropriate bucket trucks and equipment for performance of the work. Equipment is in a good state of repair and presents a good appearance. Company logo and phone number appears on the vehicle. (1)

Advantageous: Equipment is in an excellent state of repair and presents a good appearance. Company logo and phone number are prominently displayed on the vehicles. (2)

Highly Advantageous: Equipment is in an excellent state of repair and presents a professional, nearly new appearance. Provide photos. Company logo and phone number are prominently displayed. All employees wear uniforms. (3)

**7.5 Quality of References**

Provide a list of references for **all** work over the past two years and highlight any similar municipal street light audit, design, procurement, installation and maintenance contracts or major outdoor lighting systems or other on call lighting service. Use the format below (note: this customer list will be used to assess other company qualifications as well), e.g. 7.6 and 7.7. The evaluation team may secure and use information from any customer. -- 15%

Project Name	Project Scope Description	Project Cost Estimate	Final Cost	Start date	End Date	Contact Name, email, phone #

Unacceptable: The Offeror does not have any favorable references on similar contracts. (0)

Acceptable: The Offeror has both favorable and unfavorable references on similar contracts. (1)

Advantageous: The Offeror has favorable references on similar contracts. (2)

Highly Advantageous: The Offeror has uniformly exceptional references on similar contracts. (3)

## 7.6 Call Center Operation

The operation of a 24-hour call service with a single toll-free number answered at all times by a person to receive outage reports. This call service will be tested. If the call is routed to an answering service and a return call from the Offeror's on call person is not received within one hour (60 minutes) the call center will be deemed unacceptable and may be cause for rejection of the Offeror's qualifications. The call center may be a direct link via only one phone number to the on-call person that provides toll free service for the caller or any other means of connection to a responsible person for receipt of the outage report or questions concerning the Contract. As an example, the Offeror may engage the services of a call center who receives the call, gathers the required information, location, condition, and pole number and then relays that information immediately to the Offeror's on-call person. The Offeror's on-call person will receive the call and take the appropriate action. The 60-minute call back requirement mentioned above will only apply to the test of on Offeror's existing system. If the Offeror does not have such a service, it must indicate both its willingness to set up such a service and how it proposes to do so. Each Offeror must provide sufficient detail to instill confidence that its plan is well thought out. Prior to final selection, the Selected Offeror must have a call center in place and pass an acceptability test. --5%

Unacceptable: The Offeror does not have a dedicated call center operation and has not provided an acceptable plan for providing this service. (0)

Acceptable: The Offeror has a dedicated call center operation to receive and log all street light calls and completion/status of service requests. (1)

Advantageous: The Offeror has a dedicated call center that develops a computer based record of all lamps including pole number, nearest address, lamp type, service history, logs all calls, and provides status/completion records of service requests. (2)

Highly Advantageous: The Offeror has a dedicated call center answered at all times by a person that develops a computer based record of all lamps including pole number, nearest address, lamp type, service history, logs all calls, and provides status/completion records of service requests. The Offeror will provide customer call backs at any time they are not able to meet the minimum five business day response time. (3)

## 7.7 Response Times

Response times will be evaluated based on reference checks with prior on-call contracts -- 5%

Unacceptable: The Offeror fails to meet a one-week (five business day) repair time for burn outs or photocell replacement and two-week repair time for fixture replacements. (0)

Acceptable: The Offeror meets a one-week turnaround time for burnouts and photocell repairs and completes fixture replacements within two weeks. Customers are provided a schedule for repair and it is met. (1)

Advantageous: The Offeror will exceed the above performance standard and provide a mechanism of customer feedback on all calls where the standard cannot be met. (2)

Highly Advantageous: The Offeror will meet a two-hour response time on emergencies, a five-business day or less for routine repair of all lighting components, 96 hours on fixture replacements, and provide continuous customer feedback. (3)

### **7.8 Reputation / Company History**

Reputation and company history will be assessed through reference checks, company information submitted by the Offeror, investigations by the Consortium and Town. --**15%**

Unacceptable: Offeror have complaints filed, previous customers were unsatisfied, there are previous lawsuits against the company, or they receive negative recommendations from prior clients. (0)

Acceptable: Offeror has been in business for more than three years and work is deemed acceptable. (1)

Advantageous: Offeror has been in business more than five years and has a good reputation. (2)

Highly Advantageous: Offeror has been in business more than five years and has an excellent reputation-is highly recommended by previous clients. (3)

### **7.9 Pricing**

See Section 13 and Price Sheets in Appendix A. -- **20%**

## **SECTION 8: Correspondence Prior or During Proposal Submission Period**

Any information released by the City either verbally or in writing before the issuance of this Request for Proposals shall be deemed preliminary and does not bind the City or the Offeror.

The City will not accept oral supplements, revisions or changes to the responses to this Request for Proposals. Written supplements, revisions or changes will be accepted before the Proposal submission deadline only if submitted in a sealed envelope received by the City Clerk before the deadline.

The City will establish a project coordinator. For the purpose of this Request for Proposals, [PROJECT COORDINATOR NAME], will be the project coordinator. All inquiries and communication concerning this Request for Proposals must be made in writing to [PROJECT COORDINATOR NAME], [ADDRESS]. Inquiries and communication concerning this RFP may also be submitted via

email to [EMAIL ADDRESS]. No inquiries will be accepted after five (5) business days prior to the Proposal due date. The City may in its discretion issue amendments to the Request for Proposals, which will be emailed to all persons who have requested a Proposal package, as evidenced by their securing Proposal copies and filing their email address with the City's project coordinator designated above. The City is not responsible to communicate with any interested party who has failed to file its email.

Offerors must respond in writing in a timely manner to all follow-up questions by the City concerning their Proposals.

## **SECTION 9: Submission of Proposals**

Proposals must be submitted and received no later than [TIME] on the deadline provided in Section 4 at the Office of the City Clerk, of the City of Kingston, [address]

Six (6) copies of the Proposal must be submitted in two sealed envelopes as follows:

Envelope 1 (Qualifications and Other Documentation) must be labeled “[MUNICIPALITY] Audit, Design, Retrofit and Maintenance Services for Municipal Street Light System” and must at a minimum, contain the following:

- Qualification responses and supporting documentation.
- Signed Certificates – Certificate of Non-Collusion, Conflict of Interest Statement and Certificate of Tax Compliance
- Signed Request for Proposal Signature Page with corporate signature authorization if a corporation.
- Valid insurance certificates (see Section 12.4)
- Waste disposal information (see Section 12.10)
- Valid Bid Bond (see Section 12.11)
- FOIL request letter, if applicable (see Section 12.15)

Envelope 1 must NOT contain any pricing information.

Envelope 2 (Price Proposal) must be labeled “Audit, Design, Retrofit and Maintenance Services for Municipal Street Light System (Mid-Hudson Street Light Consortium Project)” and must contain ONLY the following:

- Completed Price Proposal with math double checked for accuracy, signed by the same individual as signed the Request for Proposal Signature Page.

Envelope 2 must NOT contain any qualification information.

In addition, electronic versions should follow the above by submitting two separated files that can be opened independent of one another. Both files may be on the same disc, same thumb drive or if submitted electronically as two files. The files should be named according as follows: OfferName\_MHSCRFQ\_Qualifications (containing all materials other than pricing) and OfferName\_MHSCRFQ\_Pricing (containing just pricing).

## **SECTION 10: Proposal Review and Contract Award**

### **10.1. Preliminary Review**

At the designated time and date, the City Clerk will publicly open Envelope 1. The City Clerk, aided by a designated committee of Participant officials and consultants, will make a *preliminary* determination whether the Offeror has submitted all information and certifications required. Such preliminary determination shall be subject to a further, more detailed review of qualifications during the scoring phase. Those Offerors whose envelopes fail to contain the required content may, but need not be, disqualified at that point in time. The City reserves the right to evaluate an apparently deficient bid, based on the nature of the deficiency, i.e., whether material or *de minimus*, and whether the deficiency can be corrected within 24-hours. The remaining proposals will be opened and publicly read, and later evaluated and scored. The City reserves the right to consider all information available to it in awarding this Contract, and may, if it determines it to be in the best interest of the City, re-advertise or not award a Contract. The City will very likely seek information from a variety of sources to determine the reputation and prior performance of any company on previous works. Non-acceptance of any Proposal will not imply any criticism of the Offeror or convey any indication that the Proposal was deficient except in the case of incomplete or inadequate Proposal submissions. The award will be based on the highest overall evaluation scores submitted by a qualified Offeror. All materials submitted in response to the Request for Proposals become the property of the City and will be returned only at the option of the City. Such documents will become public records to the extent required by law. The City has the right to use any or all ideas presented in response to the Request for Proposals, whether amended or not. Selection or rejection of the Proposal does not affect this right. Firms responding to this Request for Proposals will not be compensated for costs incurred in preparing their Proposals.

### **10.2 Selection and Contract Award**

- A. It is the City's goal to have a Contractor selected by the date shown in Section 4 and to authorize the Selected Offeror to begin work immediately after the City has acquired its street lights.

- B. The Selected Offeror must agree to honor price quotes for the full initial term of the Participant’s contract, provided that the contract is awarded by a Participant pursuant to this Consortium RFP within 12 months of initial Contract execution by the City of Kingston, or such contract is awarded by a municipality under the “piggybacking” provisions within twelve (12) months of the effective date of the City of Kingston Contract.
- C. Selection of the Selected Offeror(s) is in the sole discretion of the City Council. The City reserves the right at any time to accept any Proposal in whole or in any part, and to reject any or all Proposals if it serves the City’s best interests.
- D. Award of the Contract is in the sole discretion of each Participant as to its own jurisdiction.

## **SECTION 11: Reserved Rights**

The Town reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the Town’s sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any Offeror whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the Town’s and Consortium’s investigation of an Offeror’s qualifications, experience, ability or financial standing, and any material or information submitted by the Offeror in response to the Town’s request for clarifying information in the course of evaluation and/or selection under the RFP;
- Amend any portion of the RFP prior to the proposal opening;;
- Prior to the proposal opening, direct Offerors to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Offerors;
- Waive any requirements if determined to be in the City’s best interests;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 150 days from the proposal opening; and,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and



complete understanding of an Offeror's proposal and/or to determine an Offeror's compliance with the requirements of the solicitation.

## **SECTION 12: General Provisions**

### **12.1 Performance of Services**

- A. Unless clearly stated in the Selected Offeror's Proposal and incorporated into the Contract, none of the services to be provided by the Selected Offeror pursuant to the Contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the Participant.
- B. The Selected Offeror and its personnel shall perform 100 percent of all the work under the Contract, except as may be required under emergency circumstances or as otherwise approved by the Participant measured either in value of services rendered or in Selected Offeror's time spent on such services. Subcontracting may be allowed for specialty work and to meet legal requirements such as Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) goals or to help with prevailing wage reporting, etc. subject to the Participant's approval. However, the prime contractor will be fully responsible for the performance of any subcontractors.
- C. The Participant may require the Selected Offeror to exclude any of the Selected Offeror's personnel and/or approved sub-contractors from any further work under the Contract if, in the Participant's sole opinion, (i) the individual or sub-contractor is not qualified as described in Section 7, or does not perform at the applicable skill level, as described in the Request for Proposals and/or the Selected Offeror's Proposal, (ii) the individual does not deliver work which conforms to the performance standards stated in the Request for Proposals and/or the Selected Offeror's Proposal, or (iii) personality conflicts between the individual or sub-contractor and Participant personnel hinder effective progress on the work of the project or assignment for which the individual is responsible. Employees of the contractor are expected to exhibit the utmost courtesy when dealing with the public and or Participant personnel. Repeated complaints may result in the request for relief or reassignment of the offending individual and or termination of the Contract.
- D. No subcontracts or delegation shall relieve or discharge the Selected Offeror from any obligation or liability under the Contract except as specifically agreed to in writing by the Participant. The Selected Offeror shall be as fully responsible to the Participant for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly or indirectly employed by it.
- E. The Selected Offeror shall comply fully with the terms of the Utility Agreements and Tariffs and any other applicable Utility Licensing Contract, except as may be agreed to in writing by the Participant.

## 12.2 Time

- A. Under the Contract awarded, the Selected Offeror agrees to adhere to the time requirements and schedules included in the Contract, to perform its services as expeditiously as is consistent with the standard of professional skill and care required hereby, and to perform its services in coordination with the operations of the Participant related to this Contract and with any party engaged by the Participant in connection with the Contract. It shall be the obligation of the Selected Offeror to request any information necessary for the performance of the Selected Offeror's services.
- B. Liquidated Damages – The Contract contains a provision requiring the payment of Liquidated Damages to the Participant in the event that the Selected Offeror fails to complete its work within the prescribed and agreed to time limits contained in the Contract. Such damages are intended to compensate the Participant for, among other things, any lost incentive monies resulting from a delay that is the fault of the Selected Offeror and any additional cost to the Participant charged by the Utility, in the event the Utility elects to install disconnects pursuant to the terms of the Purchase and/or Operating Contracts with the Participant. It is the responsibility of the Selected Offeror to ensure the required materials are delivered in a timely manner and so as to not delay the work schedule. Any such Liquidated Damages imposed shall be deducted from any amounts due the Selected Offeror. Any repairs to mast arms or other in-place equipment approved by the Participant will be done following the installation of LEDs on all other locations and shall not be included as part of the time requirement except such work will be done in an expeditious manner.

## 12.3 Compensation

The Selected Offeror's compensation shall be determined according to the following provisions:

- A. The maximum fee for all Selected Offeror and sub-contractor services and expenses shall not exceed the amounts set forth in the Contract. Except for services for which compensation is designated in the Contract to be on a time and materials basis, all amounts listed in the Contract are stipulated sums. The maximum Selected Offeror fee shall be all-inclusive. In no event shall the Participant be liable for additional charges such as interest, penalties, attorney's fees or any other expenses incurred by the Selected Offeror, nor costs such as travel, telephone, or duplication expenses except as may be negotiated for and agreed to by the Participant. The Participant may at its sole discretion authorize a monthly retainer to be paid to each Selected Offeror in exchange for certain considerations of responsiveness or other service deemed of value to the Participant. Such retainer would apply for a time and materials Contract for Participants that have completed the conversion of their system to LED lights, as more specifically set forth in the applicable Contract.
- B. Payments to the Selected Offeror for services performed in accordance with the Contract will be made in accordance with the Participant's ordinary payment

- procedures. Payments will be made directly by the Participant as specified in the Contract for work done in or for the Participant's jurisdiction.
- C. Payments under the Contract will be made only to the Selected Offeror. The Selected Offeror shall be responsible for the compensation of any of its approved sub-contractors.
  - D. The Selected Offeror shall not be compensated for any services not included in the Contract scope of work, such as additional work that should have been anticipated by the Selected Offeror in the preparation of its Proposal, as reasonably determined by the Participant, or any services made necessary by the fault or negligence of the Selected Offeror or any of its sub-contractors.
  - E. The City shall not incur any charges associated with Proposal preparation, nor will it be obligated to enter into any Contract solely based on this Request for Proposals.

#### 12.4 Insurance and Liability

- A. To the fullest extent permitted by law, the Selected Offeror shall be responsible for, and shall indemnify, defend and hold the Participant harmless from, all liability, lawsuits, attorneys' fees, costs, judgments or claims of any type whatsoever resulting from bodily injury or damage to property arising from the Selected Offeror's Contract with the Participant or work performed in response to this Request for Proposals, including without limitation to utilities operations in connection with this Contract causing damage to any person or property including public property, private property and the utilities collocated on the poles supporting the light fixtures.
- B. The insurance requirements to be satisfied by the Selected Offeror shall mirror those required of the Participant under the Utility Agreements and Tariffs, *provided, however*, the Selected Offeror must at a minimum maintain the types and amounts of insurance required by the Contract between the Selected Offeror and the Participant. For each policy of liability insurance held by the Selected Offeror, other than employer's liability under worker's compensation, the Participant and the Utility, and the Utility's corporate parent, affiliates and subsidiaries shall be named as Additional Insureds.
- C. Each Offeror must submit proof of insurance with their Proposal in the Qualifications Section or a statement from a licensed broker certifying their ability to obtain such insurance if awarded the Contract. Once selected, an Offeror will be required to provide proof of such insurance within 10 days of contract award as a condition to contract execution.

#### 12.5 Compliance with Law and Regulations

Under the Contract awarded, it is the Selected Offeror's responsibility that the Contract be conducted, and that all services and other work performed by the Selected Offeror under the Contract be performed, so as to comply with all applicable federal, state and municipal laws, regulations, codes, and ordinances including, but not limited to, prevailing wage, apprenticeships, local preference, and Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) goals as applicable.

## 12.6 Termination of Contract

In addition to the terms contained elsewhere in this RFP, the Contract between a Participant and a Selected Offeror may be terminated for cause or for convenience as more specifically provided in the form of Contract.

## 12.7 Equal Employment Opportunity

In connection with the performance of work under the Contract awarded, the Selected Offeror shall not discriminate against any employee, sub-contractor or applicant for employment because of race, color, religion, creed, national origin, ancestry, gender, age or handicap. The Selected Offeror shall post in conspicuous places, available for employees and applicants for employment, notices appropriate and required under the laws of the State of New York and the United States, setting forth the provisions of the Fair Employment Practices Law of the State or municipality. The Selected Offeror shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

## 12.8 Certifications by the Selected Offeror

By execution of a Contract with the Participant, the Selected Offeror certifies:

- A. The Selected Offeror has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract.
- B. No sub-contractor to the Selected Offeror has given, offered or agreed to give any gift, contribution or offer of employment to the Selected Offeror or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the sub-contractor of a sub-contract by the Selected Offeror.
- C. No person, corporation or other entity, other than a bona fide full time employee of the Selected Offeror, has been retained or hired by the Selected Offeror to solicit for or in any way assist the Selected Offeror in obtaining the Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Selected Offeror.
- D. The Selected Offeror will comply with all applicable requirements of the laws of the State of New York, relating to municipal public works contracts, including all applicable provisions of its public procurement laws.

## 12.9 Prevailing Wages

Prevailing wage rates under New York State Labor Law apply to any Contract awarded by a Participant. See "Exhibit G" to the Form of Contract attached to this RFP regarding the determination issued for the City of Kingston. Each Participant will request a determination prior to its contract award, and no pricing adjustment will be permitted in connection with any

participating differential for any contract within Dutchess County or Ulster County. For a Participant located in another county, pricing adjustment may be permitted to the extent reasonably determined by the Participant at the request of the Selected Offeror based on the actual differential between the then applicable schedule for the City of Kingston contract versus the then applicable Participant schedule.

#### **12.10 Waste Disposal**

A Selected Offeror must ensure all waste materials, including lamps (including incandescent, HPS, mercury vapor, and LED) and ballasts (including magnetic PCB-containing, magnetic non-PCB containing and electronic ballasts) among other material, generated from the replacement and maintenance program are properly disposed of in accordance with all applicable local, state and federal laws and regulations. Offerors must indicate how they will store, label and dispose of hazardous materials and what firm(s) they use for this purpose. The Selected Offeror must supply copies of all disposal documentation to the Participant and retain copies for the required period of time under the applicable laws.

#### **12.11 Bid Bond / Payment Bond / Performance Bond**

A Bid Bond in the amount of five percent (5%) of the Comparative Proposal Price (all Participants in the aggregate) must be submitted with each Offeror's Proposal. The Selected Offeror(s) will be required to post a 100% Payment Bond and a 100% Performance Bond (based on total comparative proposal price with respect to the applicable Participant) at the time of execution of the Contract and prior to the commencement of work in the Participant jurisdiction. The Bid Bond for this RFP will be returned upon the earlier of (i) execution by the Selected Offeror of a Contract with the City of Kingston in compliance with all requirements of this RFP including the provision of required Payment and Performance Bonds for the City of Kingston and required insurance, or (ii) if no contract award has been made within 150 days of the proposal due date, upon request of the Selected Offeror thereafter.

#### **12.12 Other Terms**

Any work that requires OSHA training or compliance must be performed consistent with any OSHA requirements. The Utility requires all who perform work to be "Qualified", as that term is defined in the Utility Agreements and Tariffs and attached to this document.

#### **12.13 Taxes**

By execution of a Contract with the Participant, the Selected Offeror certifies under the penalties of perjury that it has complied fully with all laws of the State of New York relating to taxes, reporting of employees and contractors, withholding and remitting of child support, filed all state tax returns and paid all state and local taxes required under law.

### 12.14 Conflict of Interest

By execution of a Contract with the Participant, the Selected Offeror acknowledges that the Participant is a municipal corporation organized and existing under the laws of the State of New York, and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Selected Offeror based on said law.

### 12.15 Freedom of Information Law

All proposals submitted in response to this RFP may be disclosed at the discretion of the City in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). An Offeror may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would cause substantial injury to such organization's competitive position, and including the rationale for such position. Such request must be in the form of a separate letter; the proposer may not mark all pages of its proposal as "Confidential." Offeror's characterization shall not be determinative, but will be considered by the City or any Participant when evaluating the applicability of any exemptions in response to a FOIL request. However, the City assumes no responsibility for any disclosure or use of data submitted.

### 12.16 Unbalanced Proposals

The City reserves the right to reject any proposal that contains unbalanced pricing. Such determination shall be at the sole discretion of the City.

#### Important Notice to Offerors

In submitting and signing a Proposal, the Offeror understands that the City reserves the right to reject any and all Proposals or to waive any informality in the submitted Proposal documents. The City may also reject any Proposal that has unit prices, which in the opinion of the City are obviously unbalanced or are designed to skew the results. The Offerors are required to calculate the value of each item taking into account the prevailing wage laws, reasonable cost of materials and equipment, profit, and overhead to perform the work described. If, in the opinion of the City, the prices offered are unreasonable or obviously unbalanced, the City may reject such Proposal.

## SECTION 13: Proposal Price

The proposal prices are to include and cover the furnishing of all materials, equipment, personnel and overhead necessary to perform the work described in Sections 2 and 3 of this RFP. The undersigned Offeror proposes that in the event this Proposal is found to be acceptable to the City and a Contract award is made, the Offeror assures that all work will be performed in the specified manner and under the conditions specified at the prices listed below.

All Proposals are to be based on the conversion of [QUANTITY] cobra head street lights in the aggregate for the initial Participants and follow- on maintenance of the street lights. The Participants reserve the right to make additions or subtractions from the count as may be needed to ensure its accuracy. See detailed list at Appendix B.

**PRICE SHEET: See Appendix A, Exhibit A**

Offerors should note the comparative Proposal price is the basis for identifying the lowest Proposal price, not the basis for compensation. The City reserves the right to adjust quantities for all qualified Offerors if the City in consultation with the Participants' selection committee determines such adjustment would more accurately reflect expected quantities. The amount of extra work and number of emergency responses are estimates only. Offerors are bound by their Proposal prices for the term of the Contract, including optional extensions. Extra work will be on an as needed basis and may be more or less than the estimated amount used for Proposal comparison. Every effort has been made to use reasonable estimates of expected quantities for each item.

[Remainder of page intentionally left blank.]

## REQUEST FOR PROPOSAL SIGNATURE PAGE

TO: CITY OF KINGSTON  
[ADDRESS]  
ATTENTION: CITY CLERK

THE UNDERSIGNED, having a principal place of business at the Notice Address shown below, proposes to furnish and deliver to the CITY OF KINGSTON, and to any other Participant, the services described in the Request for Proposals entitled "Audit, Design, Retrofit and Maintenance Services for Municipal Street Lighting System (Mid-Hudson Street Light Consortium Project)" and has authority to execute all documents associated with this Request for Proposals.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA TO  
THE \_\_\_\_\_ RFP:

THE FOLLOWING ARE ATTACHED TO AND MADE A PART OF THIS RESPONSE:

- QUALIFICATIONS STATEMENT
- TECHNICAL PROPOSAL
- NON-COLLUSION CERTIFICATE
- CONFLICT OF INTEREST STATEMENT
- TAX COMPLIANCE CERTIFICATION
- PRICING SHEETS (SEPARATELY SEALED)

DATED: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME OF OFFEROR

BY: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED SIGNER

\_\_\_\_\_  
TYPE NAME OF AUTHORIZED SIGNER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

COMPANY NOTICE ADDRESS: \_\_\_\_\_



ADDRESS:

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

TITLE: \_\_\_\_\_

RESIDENCE:

\_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: \_\_\_\_\_

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

THE PRESIDENT IS: \_\_\_\_\_

THE TREASURER IS: \_\_\_\_\_

THE CLERK/SECRETARY IS: \_\_\_\_\_

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT  
IF DIFFERS FROM  
ABOVE: \_\_\_\_\_

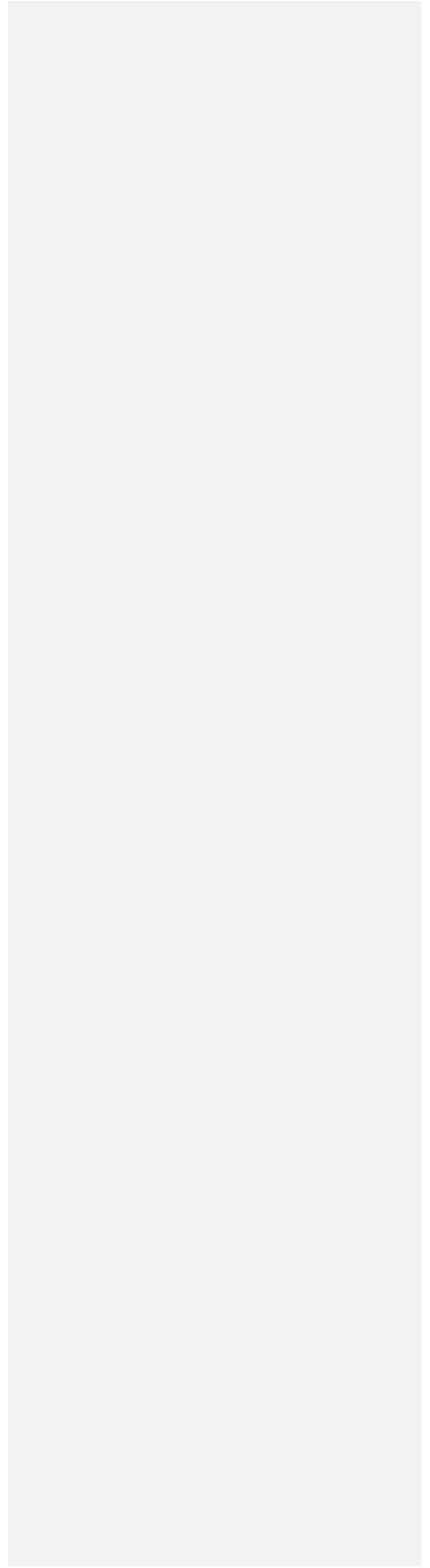
NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A  
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL  
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

Request for Proposal Signature Page



## **Audit, Design, Retrofit and Maintenance Services for Municipal Street Lighting System**

### **(Mid-Hudson Street Light Consortium Project)**

(CITY OF KINGSTON, New York as Administrative Participant)

APPENDIX A, Exhibit A

### **PRICE SHEET**

The proposal prices are to include and cover the furnishing of all materials, equipment, personnel and overhead necessary to perform the work described in Sections 2 (Required Services) and 3 (Special Instructions to Offerors) of the RFP. The undersigned Offeror proposes that in the event this Proposal is found to be acceptable to the City and a Contract award is made, the Offeror assures that all work will be performed in the specified manner and under the conditions specified at the prices listed below.

All Proposals are to be evaluated based on the assumed conversion of \_\_\_\_\_ cobra head street lights and follow-on maintenance of the street lights. The Participants reserve the right to make additions or subtractions from the count as may be needed to ensure its accuracy. See detailed list at Appendix B.

**A1) Audit.** The audit cost estimate for services described in Section 2.2 shall be on a per light basis. In the event the price is based on light quantity or other method other than a straight per light fee you must provide sufficient information so that participating communities or follow-on piggybacking communities can determine their pricing for these services. As a part of this phase the Selected Offeror shall supply a preliminary estimate for costs and savings assuming a one for one replacement strategy based on current tariffs. The purpose of this estimate is to provide the community information necessary to decide whether to proceed to the next step in the process or not. Price quote based on collecting the following minimum information:

1. GPS location of each light
2. Wattage if tagged
3. Lamp type if tagged (MH, HPS, Incand., MV, LED)
4. Fixture type-(cobrahead, decorative description w/sample Photo for each different type
5. Pole type and number
6. Mast arm length
7. Any special conditions requiring design considerations (hazardous, high pedestrian conflict, other locations where higher light levels would be indicated).

**A2) Lighting Design.** Upon completion of the audit the Selected Offeror will assist the Town with designating the required lighting for each pole based on the Town's goals and good practice. It is

not anticipated that this involves a pole by pole lighting analysis but rather a design based on average mounting heights on a roadway, the class of roadway, existing lighting levels and attention to special conditions identified by the Town or noted in the audit. The final design will result in the installation guidance to the installer.

**A3) Procurement.** The material costs shall be priced at cost and the bid price shall be a standard mark-up for all materials. The Selected Offeror shall be required to show all final invoices for materials procured for installation in each community. Under no circumstances will the Offeror be allowed to receive any financial consideration for using a particular product, vendor or service in connection with any work done under this procurement. Bid price will be a standard materials markup percentage. It is expected the Selected Offeror will work in the best interest of the Town to secure materials pricing.

**A4-1) Energy Efficiency Improvements.** Offeror must provide a price to complete the energy efficiency improvements to the system by removing the existing fixture and installing LED fixtures and controls/photocells. Such price will include labor and miscellaneous minor materials to remove the existing cobra head fixture and install a replacement LED cobra head style lamp using similar mounting technology on existing mast arms, with a new long life supplied photo cell or intelligent control device using three prong contact twist lock (uses standard photo cell mounting but the supplied LEDs will be equipped with new ANSI 136.41 standard seven pin photocell receptacles compatible with standard photo controls and capable of supporting intelligent controls) and commissioning [none expected at this time] of any installed intelligent control device. All supplied LED fixtures will use a standard mounting system similar to HPS fixtures. All wiring or materials installed must meet Utility specifications or better and be installed following standard industry practice. The Participant may reject any equipment it deems to be inferior to the equipment currently used by the Utility. Should any Offeror have a question if their equipment will be satisfactory, they should submit cut sheets in advance of their proposal submission for approval. For the purposes of this bid submission the Offeror shall assume a one for one replacement selecting an appropriate LED to provide the same level of lighting as is currently present. Use the table below for appropriate output requirements. Assume a minimum of 90 lumens per watt. These are provided as recommended replacements to avoid excessive lighting levels. Offerors may make other recommendations to best fit the needs of the community being served.

Existing fixtures (watts)	Optimal LED replacement range (watts)
50w HPS	20-24w
70w HPS	24-28w
70w MH	24-28w
100w HPS	35-42w
100w MH	35-42w
100w MV	20-24w
150w HPS	48-54w
175w MV	24-28w
175w MH	48-54w
250w MV	25-54w
250w MH	90-100w
250w HPS	85-100w
400w MV	35-80w
400w MH	90-120w
400w HPS	85-120w
1000w HPS	85-120w
1000w MV	85-100w

LED's offered must meet the following minimum specifications

1. 10 year warranty
2. DLC listed

3. Internally adjustable output with a minimum of 4 settings-(e.g. FAO, FAWS, Q Dialer, or multiple internal connections.
4. High surge protection
5. Minimum angle adjustment of  $\pm 5^\circ$  in  $2.5^\circ$  increments.
6. Driver and light engines must be IP65 or better.
7. ANSI 136.41 7-pin photocell receptacle
8. 4000° K (Participants may opt for other color temperatures. 4000° K is specified here for proposal purposes only)
9. Must include cutsheets and LM79 and LM80 test reports from an approved DOE laboratory and other required submittals-see specifications in Section 2.3.

**A4-2) Labor rate per Cobra-head.**

This is a unit price per cobrahead installed. There are potentially four configurations. These include with and without a fuse. Fuse must be in accordance with the utility spec. We have attached a sample spec at Appendix \_\_\_\_\_. The second two options include with a long life photocell or with an intelligent control which will require the added time of commissioning each control.

**A5) Control system.** This includes the cost of installing a control on each LED fixture and installing the required data collection devices to connect with backhaul to transmit the data to the end user. You are required to quote the cost per node/control, the cost of design, the cost of any gateways/Access points the software costs and any recurring system costs such as network fees, annual software fees, communication fees etc. Assume cellular backhaul. It is the Offeror's responsibility to identify all potential costs associated with the offered system. Please provide information as to the quantity of gateways required per node count assuming typical municipal layout. Please note we recognize that star or point-to-point systems may only require a single collection point on a tower or tall building. Committee will consider all options offered and make appropriate adjustments to pricing. For the purposes of the bid we shall assume a community of 3500 streetlights and a 20 square mile space on hilly terrain. Controls must meet the following minimum specifications outlined

**A6) Project Management Fee (if applicable).**

Offerors' profit may be solely derived from the materials and labor markup plus the fees for the audit and design or from a combination with a project management fee.

**Section B and C Maintenance Pricing:**

Section B and C are the pricing to be used for maintenance of the system following the conversion and for any repairs identified that may be required during the conversion. Offerors are to insert a price per unit. In computing the total bid price for each line take the unit price times the quantity as indicated. The Participant may negotiate lower pricing for quantity repairs. For example the Town needs to change all of the mast arms on a single street or a large quantity they may negotiate a lower price due to the reduced travel time for the work versus individual repairs at singular locations.

**BID Prices**

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**Section A**

A1 Audit Per light \$ \_\_\_\_\_ x Qty \_\_\_\_\_ = Total cost \$ \_\_\_\_\_

A2 Design Per light \$ \_\_\_\_\_ x Qty \_\_\_\_\_ = Total cost \$ \_\_\_\_\_

A3 Materials markup = \_\_\_\_\_%

**A4-1 LED Fixture Materials**

Installed Item	Installed Quantity	Price Each	Total Price

George Woodbury 10/4/2017 10:38 AM  
**Comment [1]:** We will add a complete table here based on the total quantities of the participating communities

**A4-2 Installation Labor Cobraheads**

Install LED Cobra heads (with fuse and supplied fixture and photocell)

Labor, no commissioning [QUANTITY] ea \$ \_\_\_\_\_ \$ \_\_\_\_\_

Labor, no commissioning w/Fuse [QUANTITY] ea \$ \_\_\_\_\_ \$ \_\_\_\_\_

Labor, with control and commissioning [QUANTITY] ea \$ \_\_\_\_\_ \$ \_\_\_\_\_

Labor, with control, fuse and commissioning [QUANTITY] ea \$ \_\_\_\_\_

**A5 Control System** Based on [QUANTITY] lights in 20 square mile area in typical Mid-Hudson NY terrain

Control node Ea \$ \_\_\_\_\_ x [QUANTITY] \_\_\_\_\_ = Total \$ \_\_\_\_\_

Gateway/Access Point Ea \$ \_\_\_\_\_ X QUANTITY \_\_\_\_\_ = Total \$ \_\_\_\_\_

Design \$ \_\_\_\_\_



Detail any additional control system costs not included above such as gateways, relays, network fees, software fees, etc.

**A6 Project Management Fee** (if applicable) \$ \_\_\_\_\_ Please describe basis. This may be a minimum fee or a per light fee or some other approach. It may be based on number of lights. Break the management fee down by task category as listed below

1. Initial meetings and data collection
2. Audit
3. Design
4. Preparation of final costs and savings estimates and any incentive or grant applications. Presentations to Participant for final approval
5. Setting up financing as may be required
6. Conversion/construction project management
7. Final coordination with the serving utility to adjust billing and document work completed

**Section B and C Maintenance Cost Bid**

The Participant reserves the right to change which of the below section numbers it uses to adjust the final totals based on the known requirements.

**B1) Emergency Response.** Minimum response time is two hours. Assume one hour on scene. Provide both after hours and regular hour response pricing and define both. As an example, the initial response may be defined as consisting of only a standard 35 foot bucket with one repairman. Specialized equipment such as a crane or hoist truck is to be billed as an extra cost. The initial emergency response consists of rendering the scene safe and safeguarding any Town equipment. Follow-on repairs are typically priced on a time and materials basis and are subject to separate bidding as may be determined by the Town. Include weekend and holiday rates as well as overtime rates and when they are applicable.

**B1-1) Emergency Response Crew.** One qualified person plus 35-foot bucket truck for one hour plus one hour travel will be allowed. List total price for above crew and equipment for one hour on the ground and one hour total travel time (half hour each way). Total bid price for this line item shall be the result of twelve total requests

Regular Rate:                   \$ [REGULAR RATE]  
After-Hours Rate:               \$ [AFTER HOURS RATE]

Holiday Rate: \$ [HOLIDAY RATE]

**C1) General Repairs and Extra Work.** Provide pricing for each Class of employee & equipment and materials markup as apply to extra work/ General repairs. (See provided pricing sheet). It is important that these prices are known so that the Participant will know and be able to anticipate costs for follow-on repairs once the conversion work is complete. The Town will assume sixty (90) hours of straight-time work for an electrician or journeyman lineman. If rates for these two classes are different then 45 hours will be assigned to each. Please note all work must be performed by a qualified Electrical Worker as per the Utility Agreements and Tariffs. An additional twelve (12) hours of overtime rates for the same class will be also added as well as the installation costs of [Quantity] six-foot brackets with supplied LED fixture with control/photocell as supplied by the Selected Offerors service provider on an existing utility owned wooden or metal pole, [Quantity] pole transfers of existing fixtures from an old pole to a new pole in connection with utility pole renewals/replacements. Pole replacements new poles, underground work or any other non-routine repair work will be considered extra work and will require a separate proposal and acceptance by the Participant.

Extra Work and Unit Pricing

Item	Description	Price
C1-1	Journeyman Electrician/Lineman	\$ _____ per hour
C1-2	Journeyman Electrician/Lineman – Overtime	\$ _____ per hour
C1-3	Apprentice Electrician/Lineman	\$ _____ per hour
C1-4	Apprentice Electrician/Lineman – Overtime	\$ _____ per hour
C1-5	Lamp and Photocell Service Person	\$ _____ per hour
C1-6	Laborer	\$ _____ per hour
C1-7	Laborer – Overtime	\$ _____ per hour
C1-8	Truck (35 to 40 foot insulated bucket truck)	\$ _____ per hour
C1-9	Dump truck (2 to 3 yard)	\$ _____ per hour
C1-10	Crane (5 to 10 ton)	\$ _____ per hour
C1-11	Pole truck with pole auger	\$ _____ per hour
	Extra Work Note C1-12 through C1-19 apply to standard cobrahead fixtures only and include labor and materials.	All prices below are installed prices inclusive of labor and materials
C1-12	Service call replace 35 to 150 watt bulb and standard photocell labor plus material. HPS, MV, MH fixtures	\$ _____
C1-13	Service call replace 250-400w watt bulb and standard photocell in a flood light labor plus material. HPS, MV, MH fixtures and flood lights	\$ _____
C1-14	Service call to replace HPS starter (all Wattages)	\$ _____
C1-15	Service call to replace HID ballast (all Wattages, Voltages, types)	\$ _____
C1-16	Fuse (street light KTK) all fixtures (replace burned out fuse)	\$ _____ each
C1-17	Replace Cobra lens (dish or flat lens)	\$ _____ each

C1-18	Service call to replace HPS fixture including the fixture and photocell 50-150 Watt HPS	\$ _____ .__ each
C1-19	Service call to replace HPS fixture including the fixture and photocell 250 Watt HPS	\$ _____ .__ each
	Prices below are installed prices including materials and labor-mast arms are 2 inch galvanized heavy duty mast arms.	
C1-20	3 foot mast arm w/hardware w/o fixture	\$ _____ .__
C1-21	4 foot mast arm w/hardware w/o fixture	\$ _____ .__
C1-22	6 foot mast arm w/hardware w/o fixture	\$ _____ .__
C1-23	8 foot mast arm w/hardware w/o fixture	\$ _____ .__
C1-24	10 foot mast arm w/hardware w/o fixture	\$ _____ .__
C1-25	12 foot mast arm w/hardware w/o fixture	\$ _____ .__
C1-26	Price add to E1-18 through E1-23 to include install supplied Fixture	
C1-27	Install supplied fixture on existing mast arm single call out-warranty replacement	\$ _____ .__
C1-28	Service call replace failed fixture/control w/commissioning Warranty Labor only	\$ _____ .__
C1-29	Service call replace fixture/photocell w/o commissioning Warranty replacement	\$ _____ .__
C1-30	Hourly Electrician labor rate with Bucket truck to install ancillary equipment (less than 15 lbs) on mast arm.	\$ _____ .__
C1-31	Complete installation 6 ft. mast arm with wiring and supplied LED fixture and Control device on existing utility pole with commissioning. (New Install where there is no light currently. Provide sufficient pigtail for Utility to connect to secondary line.)	\$ _____ .__
C1-32	Complete installation 6 ft. mast arm with internal wiring and supplied LED fixture and Control device on existing utility pole w/o commissioning. New install where no light currently exists. Provide sufficient Pigtail on power side for Utility to make connection to secondary.	\$ _____ .__
C1-33	Service call to replace failed photocell/control device with commissioning	\$ _____ .__ each
C1-34	Rewire fixture internally or change internal fixture setting	
C1-35	Replace photocell receptacle with approved ANSI 136.41 seven pin receptacle. Includes providing receptacle.	\$ _____ .__ each
C1-36	Install 35 ft aluminum pole of a quality as good or better than the Utility specifications on existing foundation (Assume foundation is serviceable) with six foot mast arm and 150 watt HPS cobrahead cutoff fixture or supplied LED	\$ _____ .__ each

C1-37	Transfer existing mast arm with fixture from old pole to replacement pole in connection with utility company pole replacement.	\$_____ .__ each
C1-38	Remove broken non-utility wooden pole (assume approximately one to two feet of the old pole is left above ground as from a knockdown) and install new 35 foot wooden pole with standard six foot bracket and supplied LED fixture. Dispose of old pole.	\$_____ .__ each
C1-39	Labor to rewire defective mast arm wires and reconnect light fixture. Complete cost for labor, travel and equipment. Wire to be billed based on per foot price next item below. Price for this line does not include wire price.	\$_____ .__ each
C1-40	Replace defective mast arm wires with appropriately rated wiring for up to 250 watt fixtures. Price is wire only.	\$_____ .__ per foot
C1-41	Install approved Fuse holder and Fuse in connection with service call. Includes materials	\$_____
C1-42	Service call price-cost to respond to a service call and trouble shoot the light with no work required at the scene	\$_____ .__ each
C1-43	Remove existing six foot or shorter mast arm from Utility owned pole (discontinue service) and dispose or salvage equipment as directed.	\$_____ .__ each
C1-44	Standard Material Markup	_____ %
C1-45	Per unit labor Deduct from A1 if fuse is not required.	

**Total Comparative Proposal Price Components**

The following section uses the above unit pricing to determine a total comparative price for the bid evaluation. Unit prices are multiplied by estimated work amounts and then the result is totaled to complete the Total Comparative Proposal price.

Proposal Summary: Refer to description/pricing above

Totals for each Item: Note the quantities listed are for evaluation purposes and are not a guarantee of work. They do reflect expected quantities in each year of service.

***Computation of Total Cost for Sections B and C***

**B1-1) Emergency Response** assume 9 times over three years

Regular rate per trip \$\_\_\_\_\_ X \_\_\_\_\_ times = \$\_\_\_\_\_ (B1-1)

Overtime Rate per trip \$\_\_\_\_\_ X \_\_\_\_\_ times= \$\_\_\_\_\_

**C1) GENERAL REPAIRS**

C1-1 Rate / hour \$\_\_\_\_\_ X \_\_\_\_\_ hours      Total

\$\_\_\_\_\_ (C1-1)

C1-2 Overtime Rate/hour\$ \_\_\_\_\_ X \_\_\_\_ hours Total \$ \_\_\_\_\_ (C1-2)

C1-8 35 foot Insulated Bucket Truck Rate \$ \_\_\_\_\_ per/hr X \_\_\_\_ hrs  
=\$ \_\_\_\_\_ (C1-8)

C1-13 Service call replace 250 watt bulb and standard photocell in a flood light labor plus material.  
HPS, MV, MH fixtures per visit \$ \_\_\_\_\_ N/A \_\_\_\_\_

C1-27 Install new supplied LED fixture on existing  
Utility wood pole and existing mast arm \$ \_\_\_\_\_ X \_\_\_\_\_ =  
\$ \_\_\_\_\_ (C1-27)

C1-29 Replace Defective photocell with supplied warranty replacement Labor only  
\$ \_\_\_\_\_ ea X \_\_\_\_ = \$ \_\_\_\_\_ (C1-29)

C1-35 Replace ANSI 136.41 seven pin photocell receptacle with replacement receptacle labor and  
materials only \$ \_\_\_\_\_ ea X \_\_\_\_ = \$ \_\_\_\_\_

C1-37 Transfer existing mast arm with fixture from old pole to new  
Pole \$ \_\_\_\_\_ ea X \_\_\_\_ = \$ \_\_\_\_\_

C1-39 Labor to rewire defective mast arm wires and reconnect light fixture. Complete cost for  
labor, travel and equipment. Wire to be billed separately based on per foot price. Price for this  
line does not include wire price. \$ \_\_\_\_\_ ea X \_\_\_\_ = \$ \_\_\_\_\_

All other C1-12 to C1-43 items not listed above X \_\_\_\_ times  
\$ \_\_\_\_\_ (C1-12, C1-14 through C1-26, C1-28, C1-30 through C1-  
34, C1-36, C1-38, C1-40 through C1-43) X \_\_\_\_ = \$ \_\_\_\_\_

Total Computed Price B and C \$ \_\_\_\_\_

**TOTAL COMPARATIVE PROPOSAL PRICE**

Using the totals computed on the previous pages under A1, A2, A4-1, A4-2, A5, A6, B1-1 and C1-1  
to C1-43 as detailed above sum them into a single final number and show that below.

A1 Audit \$ \_\_\_\_\_

A2 Project Design \$ \_\_\_\_\_

A4-1 LED Fixtures with Long life Photocells \$ \_\_\_\_\_

A4-2 Labor-Installation of LED Fixture w/fuse and long life photocontrol  
\$ \_\_\_\_\_

A6 Project Management \$ \_\_\_\_\_

Total Computed Price B and C (from above) \$ \_\_\_\_\_

**Total Comparative Price (sum above amounts) \$ \_\_\_\_\_**

Total comparative price written out (e.g. three hundred ninety thousand thirty one and no/100 Dollars)

*Note some other pricing items above (e.g. A4-2, Labor with fuse and commissioning, A5 Control System) are provided for informational purposes only and are not included in the final comparative price proposal. They may be used for consideration by communities considering intelligent control systems and subject to negotiation based on the final selected system.*

Offerors should note the comparative Proposal price is the basis for identifying the lowest Proposal price. The Participant reserves the right to adjust quantities for all qualified Offerors if the selection committee determines such adjustment would more accurately reflect expected quantities. The amount of extra work and number of emergency responses are estimates only. Offerors are bound by their Proposal prices for the three-year term of the Contract. Extra work will be on an as needed basis and may be more or less than the estimated amount used for Proposal comparison. Every effort has been made to use reasonable estimates of expected quantities for each item.

DATED: [TODAY'S DATE] [NAME] \_\_\_\_\_  
NAME  
  
[TITLE] \_\_\_\_\_  
TITLE  
  
[FIRM NAME] \_\_\_\_\_  
FIRM NAME  
  
[TELEPHONE NUMBER] \_\_\_\_\_  
TELEPHONE NUMBER

## **NON-COLLUSIVE BIDDING CERTIFICATE**

In Connection With Proposal for the Following:

**Audit, Design, Retrofit and Maintenance Services  
for Municipal Street Lighting System  
(Mid-Hudson Street Light Consortium Project)  
(CITY OF KINGSTON, New York as Administrative Participant)**

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE CITY OF KINGSTON AS ADMINISTRATIVE PARTICIPANT FOR THE MID-HUDSON STREET LIGHT CONSORTIUM.

By submission of this offer, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in this offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor:

(b) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror, directly or indirectly, to any Offeror or to any competitor prior to opening; and,

(c) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit an offer for the purpose of restricting competition.

Any bid or proposal made to any political subdivision of the State or any public department, agency or official thereof by a corporate Offeror for work or service performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the foregoing certification, shall be deemed to have been authorized by the board of directors of the Offeror, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate as to non-collusion as the act and deed of the corporation.

This statement so subscribed by Offeror to person signing on behalf of Offeror and affirmed as true under penalties of perjury.

State of \_\_\_\_\_ )  
 ):ss  
County of \_\_\_\_\_ )

Company Name of Bidder: \_\_\_\_\_

Officer/partner/individual bidder's signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

*An offer shall not be considered for award nor shall any award be made where the foregoing certification has not been submitted; provided, however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and shall furnish with the offer a signed statement which sets forth in detail the reasons therefore.*

Non-Collusive Bidding Certificate



**CONFLICT OF INTEREST STATEMENT**

In Connection With Proposal for the Following:

Audit, Design, Retrofit and Maintenance Services  
for Municipal Street Lighting System  
(Mid-Hudson Street Light Consortium Project)  
(CITY OF KINGSTON, New York as Administrative Participant)

The Offeror hereby certifies that:

The Offeror has not given, offered, or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with, the award of a contract for these services. No consultant to, or, subcontractor for the Offeror has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Offeror, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Offeror.

No person, corporation, or, other entity, other than a bona fide full time employee of the Offeror has been retained or hired to solicit for or in any other way assist the Offeror in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Offeror.

\_\_\_\_\_  
Signature of individual submitting proposal

\_\_\_\_\_  
Printed Name of individual submitting proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Address of business

**TAX COMPLIANCE CERTIFICATION**

In Connection With Proposal for the Following:

Audit, Design, Retrofit and Maintenance Services  
for Municipal Street Lighting System  
(Mid-Hudson Street Light Consortium Project)  
(CITY OF KINGSTON, New York as Administrative Participant)

I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the State of New York relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

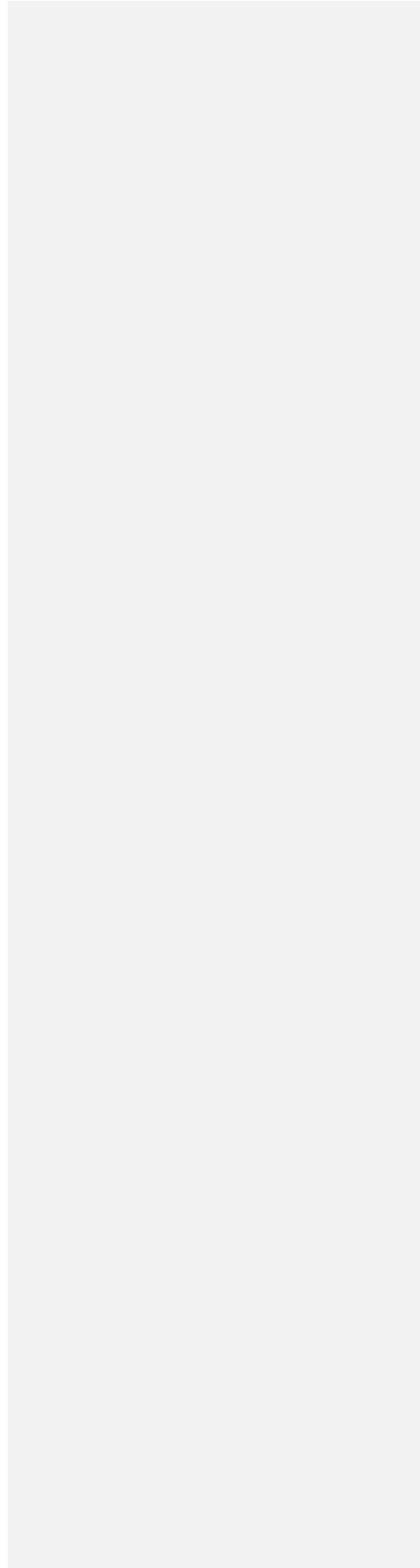
Signed under the penalties of perjury.

\_\_\_\_\_  
Signature of individual submitting proposal

\_\_\_\_\_  
Printed Name of individual submitting proposal

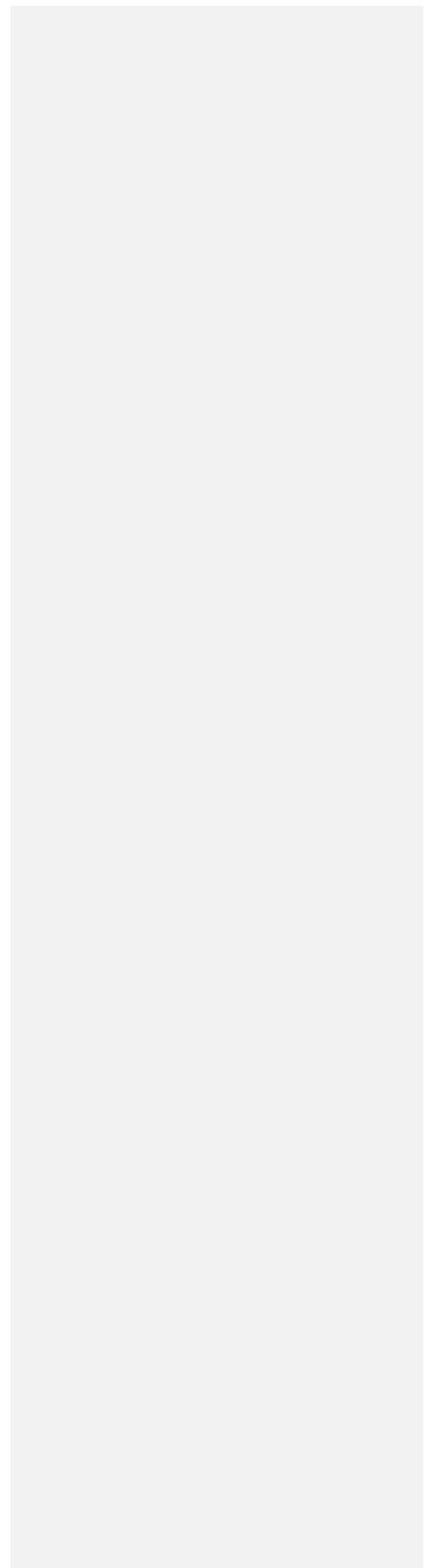
\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Federal EIN



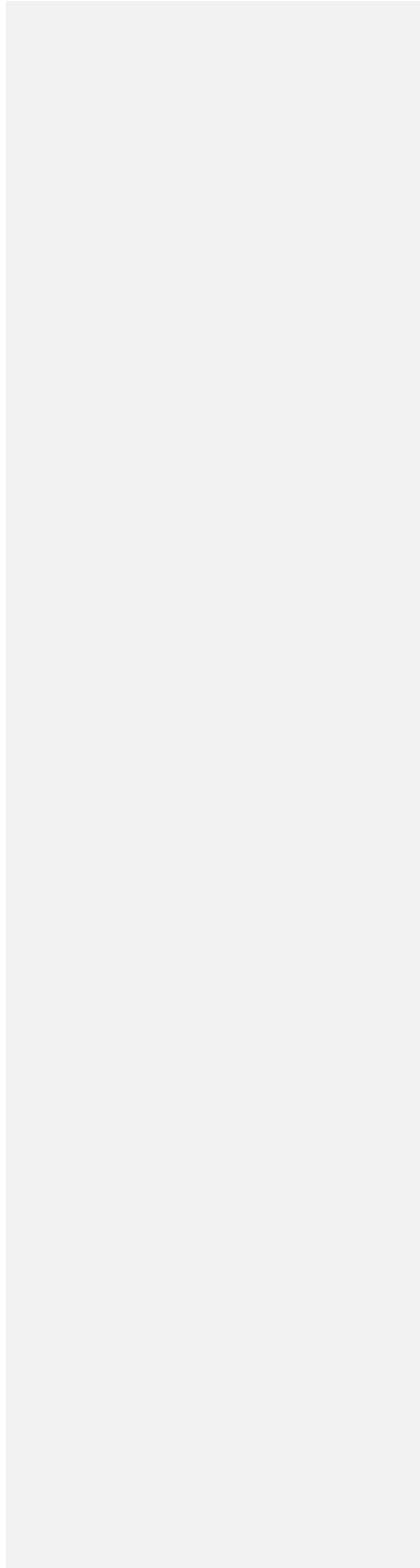
**APPENDIX B TO RFP**

**LIST OF STREET LIGHTS/INVENTORY**



**APPENDIX C TO RFP**

**CONSORTIUM MEMBERS AND ESTIMATED REQUIREMENTS**



**APPENDIX D TO RFP**

FORM OF CONTRACT WITH MUNICIPALITY

CONTRACT BETWEEN  
THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK AND

[SELECTED OFFEROR]  
FOR

Audit, Design, Retrofit and Maintenance Services  
for Municipal Street Lighting System  
(Mid-Hudson Street Light Consortium Project)

THIS CONTRACT ("Contract") made effective \_\_\_\_\_, 20\_\_, by and between the CITY OF KINGSTON, NEW YORK, a municipal corporation, with offices at \_\_\_\_\_ (hereinafter called the "MUNICIPALITY"), and \_\_\_\_\_, a \_\_\_\_\_, with offices at (hereinafter called the "CONTRACTOR") (the MUNICIPALITY and the CONTRACTOR shall be referred to herein collectively as the "PARTIES" and each a "PARTY").

RECITALS:

WHEREAS, the MUNICIPALITY desires to retain the CONTRACTOR to provide certain services for the MUNICIPALITY as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 – THE CONTRACT DOCUMENTS**

- 1.1. The Contract Documents consist of the this Contract between the MUNICIPALITY and the CONTRACTOR, the scope of services provided in the Request for Proposals Initial Maintenance and Energy Efficiency Conversion and Follow-up Warranty and Maintenance Services for Municipal Street Lighting System dated (the "RFP"), a copy of which is attached hereto as **Exhibit B-1**, CONTRACTOR's Proposal (the "Proposal"), a copy of which is attached hereto as **Exhibit B-2**, the Pricing Schedule attached hereto as **Exhibit C**, other documents listed in this Contract and modifications issued after execution of the Contract.
- 1.2. In the event of a conflict between or among the terms of this Contract, the RFP and/or the Proposal, the documents shall govern in the following order of precedence:

- (a) This Contract including Exhibits;
- (b) The Utility Agreements and Tariffs;
- (c) The RFP Scope;
- (c) The Proposal; and
- (d) The Pricing Schedule.

## **ARTICLE 2 - THE ENGAGEMENT OF THE CONTRACTOR**

- 2.1 The MUNICIPALITY hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform the services for the MUNICIPALITY described in ARTICLE 3.
- 2.2 In the performance of any service under this Contract, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the MUNICIPALITY, on the one hand, and the CONTRACTOR on the other, and the MUNICIPALITY shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Contract.

## **ARTICLE 3 - SERVICES OF THE CONTRACTOR**

- 3.1. The CONTRACTOR will perform and provide the services (the "Work") described in Exhibit B hereof.
- 3.2. The CONTRACTOR shall report, and be responsible, to the MUNICIPALITY and its designee (if any) as set forth herein.
- 3.3. There shall be no amendment to the Scope of Services or Work provided for in the Contract Documents without the written approval of the MUNICIPALITY. The MUNICIPALITY shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the MUNICIPALITY in writing. The MUNICIPALITY hereby appoints the authorized officer executing this Agreement, or such other official as shall be designated in a resolution of the Municipality, as its designated representative with respect to this Contract and the CONTRACTOR acknowledges and agrees that only such designee has the authority to speak or act for the MUNICIPALITY in connection with this Contract. No increase in the authorized maximum amount for the work shall be authorized without prior written approval of the MUNICIPALITY's governing board.

- 3.4. The CONTRACTOR represents and warrants to the MUNICIPALITY that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by the Contract Documents and further agrees to perform services (either directly or through approved subcontractors) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 3.5. The CONTRACTOR represents and warrants to the MUNICIPALITY that it is not a party to any contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of the Contract Documents.
- 3.6. All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Contract shall be deemed to be “work for hire” and shall be and become the property of the MUNICIPALITY under applicable law or, to the extent that the “work for hire” doctrine does not apply, CONTRACTOR hereby grants to the MUNICIPALITY a perpetual, royalty-free exclusive license in such items. The MUNICIPALITY acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the MUNICIPALITY in connection with any other project shall be at the MUNICIPALITY’s sole risk unless otherwise agreed to by the CONTRACTOR in writing.
- 3.7. All crews servicing lights in the MUNICIPALITY must be fully certified to perform the work being performed. Substitutions will not be permitted. Failure to comply will be cause for immediate termination of the Contract.
- 3.8. Additional Services: If the MUNICIPALITY requests the CONTRACTOR to perform additional services beyond the scope of services specified above, the CONTRACTOR shall perform such additional services only upon obtaining written authorization from the MUNICIPALITY including a written authorization as to the method and amount of compensation for such additional services.
- 3.9. Utility Agreements and Tariffs. The acquisition of existing lighting facilities and installation and maintenance to be carried out under this Contract is subject to the terms of a Purchase and Sale Agreement of Street Lighting Facilities (“Purchase Agreement”) by and between the Participant and the applicable Utility identified at Exhibit H, and an Operating Agreement of Streetlighting Facilities by and between the Participant and the Utility (“Operating Contract”). The CONTRACTOR will be responsible for complying with all requirements of the Purchase Agreement, the Operating Contract, and the NYS Public Service Commission Tariff referred to at Exhibit H applicable to the conduct of the Work (collectively the “Utility Agreements and Tariffs”)

3.10. Subcontracts; Qualified Personnel

- (a) Unless clearly stated in Exhibit E, none of the services to be provided by the Selected Offeror pursuant to the Contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the MUNICIPALITY.
- (b) The CONTRACTOR and its personnel shall perform 100 percent of all the work under the Contract, except as may be required under emergency circumstances or as otherwise approved by the MUNICIPALITY, measured either in value of services rendered or in CONTRACTOR's time spent on such services.
- (c) The MUNICIPALITY may require the CONTRACTOR to exclude any of the CONTRACTOR's personnel and/or approved sub-contractors from any further work under the Contract if, in the MUNICIPALITY's sole opinion, (i) the individual or subcontractor is not qualified as described in this contract, or does not perform at the applicable skill level, as described in the this contract, (ii) the individual does not deliver work which conforms to the performance standards stated herein, or (iii) personality conflicts between the individual or subcontractor and MUNICIPALITY personnel hinder effective progress on the work of the project or assignment for which the individual is responsible. Employees of the CONTRACTOR are expected to exhibit the utmost courtesy when dealing with the public and or MUNICIPALITY personnel. Repeated complaints may result in the request for relief or reassignment of the offending individual and or termination of the Contract.
- (d) No subcontracts or delegation shall relieve or discharge the CONTRACTOR from any obligation or liability under the Contract except as specifically agreed to in writing by the MUNICIPALITY. The CONTRACTOR shall be as fully responsible to the MUNICIPALITY for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly or indirectly employed by the CONTRACTOR.

3.11. Waste Disposal. During all phases of the Contract, CONTRACTOR shall ensure all waste materials, including lamps (including incandescent, HPS, mercury vapor, and LED) and ballasts (including magnetic PCB-containing, magnetic non-PCB containing and electronic ballasts) among other material, generated from the replacement and maintenance program are properly disposed of in accordance with all applicable local, state and federal laws and regulations. CONTRACTOR shall supply copies of all disposal documentation to the MUNICIPALITY and retain copies for the required period of time under the applicable laws.

3.12. Cooperation and Timely Completion. The CONTRACTOR agrees to adhere to the time requirements and schedules included herein, to perform its services as expeditiously as is consistent with the standard of professional skill and care required hereby, and to perform its services in coordination with the operations of the Participant related to this Contract and with any party engaged by the Participant in connection with the Contract and with the Utility and Joint Participants or any of their agents or contractors to the extent required under the Utility Agreements and Tariffs. It shall be the obligation of the



CONTRACTOR to request any information necessary for the performance of the CONTRACTOR'S services.

#### **ARTICLE 4 - PERIOD OF SERVICES**

- 4.1. The term of this Contract shall be as set forth at Exhibit D.
- 4.2. The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the agreed on dates and for on call work the response times as required by the Scope of Services at Exhibit B. The CONTRACTOR acknowledges that time is of the essence of this Contract.
- 4.3. If the CONTRACTOR is delayed in the performance of any of its obligations under this Contract by the occurrence of an event which could not reasonably be anticipated or avoided or is otherwise beyond CONTRACTOR'S control such as fire or other casualty, abnormal adverse weather conditions, failure of the MUNICIPALITY to provide the LED fixtures and or control devices, failure of the Utility to provide power to the Town's fixtures, or acts of God (collectively, "Unavoidable Events" and each an "Unavoidable Event") which materially and adversely affect CONTRACTOR'S ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the MUNICIPALITY shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.
- 4.4. If an Unavoidable Event occurs which makes the performance of the Contract impossible without the expenditure of additional MUNICIPALITY funds, the MUNICIPALITY may, at its option, elect to terminate this Contract upon thirty (30) days written notice.
- 4.5. All work required to convert the MUNICIPALITY'S HID street lights to LED must be completed no later than [period of time] from the date that the MUNICIPALITY issues to CONTRACTOR a notice to proceed, subject only to Unavoidable Events. CONTRACTOR acknowledges and agrees that the MUNICIPALITY will incur substantial damages if the foregoing conversion work is not completed within the time limits set forth herein, which damages will be difficult if not impossible to ascertain. If the conversion work has not been completed within six (6) weeks from the MUNICIPALITY's issuance of a notice to proceed, as adjusted pursuant to this Section and Section 4.3, CONTRACTOR shall pay the MUNICIPALITY Liquidated Damages in the Sum of \$100 per day until the conversion work is complete. The Liquidated Damages shall be deducted from payments owed by the MUNICIPALITY to CONTRACTOR.

#### **ARTICLE 5 - PAYMENTS TO THE CONTRACTOR**

- 5.1. The compensation to due to the CONTRACTOR shall be paid according to the Pricing Schedule annexed hereto at **Exhibit C**.
- 5.2. The CONTRACTOR will bill the MUNICIPALITY for the construction/conversion phase at the completion of the Work unless otherwise provided on **Exhibit C**, with one or more invoices

broken down to show the quantity of Work performed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the MUNICIPALITY. The CONTRACTOR shall submit invoices for pre-conversion and post-conversion maintenance services rendered on a monthly basis. The CONTRACTOR's invoice shall include a description of services performed under the task or tasks in such form and detail and with such supporting data as the MUNICIPALITY may reasonably require showing the computational basis for all charges.

- 5.3. The MUNICIPALITY will pay the CONTRACTOR upon review and approval of such invoices by the MUNICIPALITY or its designee. Payments to CONTRACTOR for services performed in accordance with the Contract will be made in accordance with the MUNICIPALITY'S ordinary payment procedures. Payments will be made as specified in the Contract for work done at the direction of the MUNICIPALITY pursuant to the Contract. Payments under the Contract will be made only to the CONTRACTOR. The CONTRACTOR shall be responsible for the compensation of any of its approved sub-contractors.
- 5.4. The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR, as reasonably determined by the MUNICIPALITY.
- 5.5. CONTRACTOR understands and agrees that the MUNICIPALITY shall have no liability under this Contract to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Contract. In the event that funding for this Contract shall not be appropriated by the MUNICIPALITY in any fiscal year; the MUNICIPALITY will not be obligated to pay the amounts due beyond the end of the last funded fiscal year and no liability on account thereof shall be incurred by the MUNICIPALITY beyond the amount of such monies.
- 5.6. Right to Audit and Records.
  - (a) The CONTRACTOR shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the MUNICIPALITY access thereto for inspection and photocopying at all reasonable times.
  - (b) All receipts and disbursements are subject to audit by the MUNICIPALITY, and the CONTRACTOR agrees to cooperate with any audit of this Agreement undertaken by the MUNICIPALITY or any entity with jurisdiction to audit the MUNICIPALITY, including without limitation the State Comptroller and any granting agency.

## **ARTICLE 6 DEFAULTS AND TERMINATION**

- 6.1. DEFAULTS
  - (a) If CONTRACTOR defaults in the observance or performance of any material term of this Contract, and such default continues for more than thirty (30) days after written notice of such default is received by the CONTRACTOR from the MUNICIPALITY, such MUNICIPALITY may take any action available at law or in

equity to enforce the terms of this Contract, and may terminate this Contract upon thirty (30) days written notice to the defaulting party as provided herein. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.

- (b) If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the MUNICIPALITY is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
- (c) No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.
- (d) If either party is prevented or delayed by Unavoidable Events from performing any part of this Agreement, such failure to perform shall not be deemed a breach of this Agreement. The CONTRACTOR shall not be responsible for damage to the lighting system caused by Force Majeure, provided that CONTRACTOR shall take such steps as are reasonably necessary to preserve and maintain the facilities under the circumstances.
- (e) The MUNICIPALITY's Right to Cure the CONTRACTOR's Defaults. If the Selected Offeror shall default or neglect to carry out any of its obligations under this Contract and shall fail within fifteen (15) days after receipt of written notice from the MUNICIPALITY to the CONTRACTOR to commence and continue correction of such default or neglect with diligence and promptness, the MUNICIPALITY may, without prejudice to any other remedy or right it may have, make good such deficiencies. In such case, the cost of correcting such deficiencies shall be paid by the CONTRACTOR to the MUNICIPALITY promptly after receipt of an invoice therefor.

6.2. Termination. The Contract may be terminated prior to the expiration of the term as follows.

- (a) Termination For Cause: If through any cause, one party shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if one party shall violate one of the covenants, contracts or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract hereunder for any breach which is not corrected within thirty (30) calendar days of notice of breach (or

shorter period if herein specified) from the other party by giving written notice of such termination.

- (b) Termination for Convenience: The MUNICIPALITY may postpone, suspend, abandon or terminate this Agreement at any time for any reason, and such action shall in no event be deemed a breach of contract upon submitting to the Selected Offeror thirty (30) days' prior written notice of its intention to terminate. Upon receipt of such notice, the CONTRACTOR shall immediately cease to incur expenses pursuant to this Contract unless otherwise directed in the termination notice. The CONTRACTOR shall promptly notify the MUNICIPALITY of costs incurred to date of termination and the MUNICIPALITY shall pay all such reasonable and supportable costs, which payment shall not exceed the unpaid balance due.

6.3. Following termination of this Contract, the parties shall be relieved of all further obligations hereunder except:

- (a) In the case of a termination other than by the MUNICIPALITY for cause, the MUNICIPALITY shall remain obligated to pay CONTRACTOR for the services performed by the CONTRACTOR in accordance with the terms of this Contract prior to the effective date of the notice of termination, such services to be verified by audit. The amount payable shall be computed based on time and materials if applicable or, if the portion of the work performed was subject to a specified sum, the amount payable will be computed pro rata based upon the percentage completed together with costs reasonably incurred by the CONTRACTOR with the MUNICIPALITY's consent in demobilizing, securing work areas and equipment, in the aggregate not to exceed the applicable specified sum. Other than as set forth in this Section 6.3(a), the MUNICIPALITY shall be responsible for no other amounts including, without limitation, claims for lost profits on work not performed.
- (b) In the event of termination of this Contract by the MUNICIPALITY for cause, the CONTRACTOR will not be entitled to receive further payment for services performed prior to the effective date of the notice of termination until the remaining Work is complete. If the cost to the MUNICIPALITY of completing the Work and obtaining the services that the CONTRACTOR is obligated to perform pursuant to the terms of this Contract (including compensation to the MUNICIPALITY's consultants and other damages incurred by the MUNICIPALITY and not expressly waived) exceed the costs that would have been incurred by the MUNICIPALITY if the CONTRACTOR had fulfilled its obligations under this Contract, the CONTRACTOR will pay the difference to the MUNICIPALITY. No termination shall affect or impair the right of the Municipality to recover damages occasioned by any default of the CONTRACTOR or to set off any damages against amounts otherwise owed to the CONTRACTOR.
- (c) CONTRACTOR's responsibility for Work performed prior to the date of expiration or earlier termination of this Contract for any cause, including its warranty obligations and CONTRACTOR'S indemnity obligations, shall survive such expiration or termination.

- (d) CONTRACTOR shall promptly deliver to the MUNICIPALITY all lighting equipment including inventory, all documents, working papers, drafts, studies, calculations, data, drawings, plans, specifications, and other tangible work product or materials, whether on paper or on electronic media, pertaining to the services performed under the Contract prior to the time of termination, and no amount shall be payable to the CONTRACTOR following termination for any reason prior to such delivery.
- (e) Any termination of the Contract shall not affect or impair the right of the MUNICIPALITY to recover damages occasioned by any default of the CONTRACTOR or to set off such damages against amounts otherwise owed to the CONTRACTOR.

#### **ARTICLE 7 - INDEMNIFICATION AND INSURANCE**

- 7.1. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the MUNICIPALITY, its officers, agents, and employees from and against any and all claims, suits, damages, losses, costs and expenses (including, without limitation, legal fees and other expenses of litigation incurred in connection with any indemnified claim and/or incurred in any action to enforce the terms hereof) (collectively, a "Claim") arising out of or in connection with (i) the performance of the Work, (ii) this Contract and/or CONTRACTOR'S breach of any covenant, representation or warranty contained herein, and (iii) any act or omission of CONTRACTOR or CONTRACTOR'S employees, agents, subcontractors, or suppliers resulting in bodily injury, including death, or damage to property, including loss of use thereof . This indemnification shall survive the later to occur of the expiration or termination of this Contract.
- 7.2. In claims against any person or entity indemnified under Section 7.1 by an employee of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 7.3. Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A-/IX or better which are authorized to do business in the State of New York, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the MUNICIPALITY, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance naming the MUNICIPALITY as additional insured.
  - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits law.
  - (b) Commercial General Liability Insurance, including contractual liability (to specifically include coverage for the indemnification clause in Section 6.1 relating to bodily injury, death or property damage), products and completed operations liability (including XCU coverage), broad form property damage, personal and

advertising injury liability, all written on a CG0001 or equivalent occurrence form, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence, \$2,000,000 per project general aggregate, \$2,000,000 personal and advertising injury and \$2,000,000 products and completed operations liability with an aggregate limit per project.

- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Umbrella/Excess Liability insurance on an occurrence basis with limits of not less than \$5,000,000 per occurrence in excess of the limits provided by the commercial general liability and automobile liability insurance. The coverage terms of the umbrella/excess insurance must be on a no less than follow form basis. The policy should be written on form CG 00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard ISO form.
  - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (f) Such additional insurance as set forth in the RFP.
  - (g) Such additional insurance as is required under the terms of the Utility Agreements and Tariffs referred to at Exhibit H, including without limitation the requirement for the Contractor and any Subcontractor to provide indemnity and insurance for the benefit of to the Municipality, the Utility and any Joint Participant in the amounts, at the times, and from companies as required by the Utility Agreements and Tariffs including without limitation a requirement to name all such entities as additional insured.
- 7.4. CONTRACTOR shall maintain such insurance during the term of Contract and give the MUNICIPALITY and Utility and any Joint Participant thirty (30) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the MUNICIPALITY. The MUNICIPALITY will be added as an additional insured with respect to commercial general liability, auto liability insurance, umbrella/excess insurance, and such other insurance for which it may be appropriate and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the MUNICIPALITY upon the execution of this Contract and at such times thereafter as the MUNICIPALITY may reasonably request.

#### **ARTICLE 8 - GENERAL PROVISIONS**

- 8.1. The primary point of contact for project reporting shall be *as set forth at Exhibit F*
- 8.2. Except as expressly provided herein, neither party may assign, transfer or otherwise dispose of this Contract or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

- 8.3. Except as otherwise expressly provided in this Contract, any decision or action made by the MUNICIPALITY relating to this Contract, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the MUNICIPALITY specified in the initial paragraph of this Contract, unless specifically authorized or delegated by a lawful vote of such body.
- 8.4. This Contract, including the Contract Documents incorporated by reference, constitutes the entire Contract of MUNICIPALITY and CONTRACTOR with respect to the matters set forth herein and shall supersede all prior negotiations, representations or Contracts, either written or oral. This Contract may not be changed, amended, modified or terms waived except by a writing signed by the MUNICIPALITY and the CONTRACTOR.
- 8.5. Any notices required or allowed under this Contract shall be sent by certified mail, return receipt requested as follows:

If to Municipality: [Title, Address]

With a copy to Municipality Attorney:  
[Title, Address]

If to Contractor: At the address set forth on the execution page of this Contract.

- 8.6. **PIGGYBACKING.** This Contract is hereby made available for use on the same terms and conditions (excepting MUNICIPALITY-specific terms and conditions) by any municipal corporation in New York under N.Y. General Municipal Law § 103(16) for a period of not more than twelve (12) months from that date of this Contract. MUNICIPALITY has no obligation whatsoever with respect to any such piggybacking contracts.
- 8.7. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220- e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, CONTRACTOR agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

- 8.8. **WAGE AND HOUR REQUIREMENTS.** Neither CONTRACTOR's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in Article 8 of the New York Labor Law, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONTRACTOR and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work Contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.
- 8.9. This Contract is governed by the laws of The State of New York and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Contract shall lie with the state and federal courts situated in the county in which the MUNICIPALITY is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 8.10. **Confidentiality:** The Selected Offeror shall not, without the MUNICIPALITY's prior written consent, release or disclose any non-public information relating to the project to anyone except as necessary to perform its duties hereunder and with prior notice to the MUNICIPALITY.
- 8.11. **Certifications:** The CONTRACTOR shall, from time to time, make such certifications and statements to the MUNICIPALITY as the MUNICIPALITY shall reasonably request, and in such form as the MUNICIPALITY shall reasonably request, provided that the CONTRACTOR determines that such certifications are true and correct based upon services performed by the CONTRACTOR under the Contract.
- 8.12. All claims, disputes and other matters in question between the MUNICIPALITY and the CONTRACTOR arising out of or relating to the Contract or the breach thereof shall be submitted for resolution to the New York State Supreme Court, in the County in which the MUNICIPALITY'S principal office is located, and shall be adjudicated under the laws of the State of New York, without regard to conflicts of laws principles
- 8.13. **Limited Liability:** No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the MUNICIPALITY shall be personally liable to the CONTRACTOR under the Contract, for the MUNICIPALITY's payment obligations or otherwise, the CONTRACTOR agreeing under the Contract to look solely to the assets of the MUNICIPALITY for the satisfaction of any liability of the MUNICIPALITY under the Contract. In no event shall the MUNICIPALITY ever be liable to the CONTRACTOR for costs, attorneys' fees, indirect damages, incidental damages, punitive damages or consequential damages arising out of the Contract or breach thereof.
- 8.14. **No Waiver:** The MUNICIPALITY's review, approval, acceptance or payment for services under the Contract shall not operate as a waiver of any rights under the Contract and the



CONTRACTOR shall be and remain liable to the MUNICIPALITY for all damages incurred by the MUNICIPALITY as the result of the CONTRACTOR'S failure to perform in conformance with the terms and conditions of the Contract. The rights and remedies of the MUNICIPALITY provided for under the Contract are in addition to any other rights or remedies provided by law. The MUNICIPALITY may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of the Contract.

- 8.15 Severability; Interpretation: If any provision of the Contract shall to any extent be held invalid or unenforceable, the remainder of the Contract shall continue in effect to the extent permitted by law. Paragraph headings in the Contract are include for reference purposes only and in no way, define, limit or describe the scope or intent of any of the provisions of the Contract.
- 8.16. Municipal Clauses. The terms and conditions at Exhibit A are hereby incorporated herein by reference.
- 8.17. Special Provisions of MUNICIPALITY. The additional terms and conditions set forth at Exhibit F are incorporated herein by reference

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have duly executed this Contract as of the date first above written.

\_\_\_\_\_

Municipality

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**This Agreement consists of the Agreement ( \_\_\_ pages including this execution page), together with the following Exhibits:**

- EXHIBIT A STANDARD CLAUSES FOR MUNICIPAL CONTRACTS
- EXHIBIT B SCOPE OF SERVICES
- EXHIBIT C FEES AND EXPENSES
- EXHIBIT D TERM AND COMMENCEMENT DATE
- EXHIBIT E SUBCONTRACTS
- EXHIBIT F MUNICIPALITY SPECIAL CONDITIONS
- EXHIBIT G PREVAILING WAGE SCHEDULES
- EXHIBIT H UTILITY AGREEMENTS AND TARIFFS

EXHIBIT A TO CONTRACT

*MUNICIPAL STANDARD CLAUSES*

*EXHIBIT B-1 TO CONTRACT  
SCOPE OF SERVICES*

*REQUEST FOR PROPOSALS*

**Audit, Design, Retrofit and Maintenance Services  
for Municipal Street Lighting System  
(Mid-Hudson Street Light Consortium Project)**

*]*

*[ATTACH RFP Tech Specs including Summary and SECTIONS 2 AND 3]*

EXHIBIT B-2 TO CONTRACT  
CONTRACTOR'S TECHNICAL PROPOSAL

[Attach Proposal]

Contractor's Principal Personnel:

1. CONTRACTOR'S Project Manager:

Name:

Address:

Email:

Phone:

Fax:

2. CONTRACTOR'S QUALIFIED PERSONNEL MEETING APPLICABLE UTILITY STANDARDS  
REFERRED TO IN THE UTILITY AGREEMENTS AND TARIFFS:

3. CONTRACTOR's 24 Hour Call Center:

Phone:

Contact:

EXHIBIT C TO CONTRACT

PRICING SCHEDULE AND TERMS OF COMPENSATION

- A. Pre-Conversion Maintenance Services: Fee Schedule: Attached hereto at Exhibit C-1. Based on estimate of \_\_\_\_\_ Participant lights, not to Exceed \$\_\_\_\_\_ during the term of this Contract.

*If Pre-Conversion Monthly Retainer Alternate is elected by MUNICIPALITY; See section 3.2 and pricing section D1 and as further defined in Exhibit F; Pre-Conversion Maintenance Services Monthly Retainer in the amount of \$\_\_\_\_\_ per month, with actual approved time and materials charges to be billed and credited against Retainer. Such retainer will be deducted from the approved charges for actual work performed during the month. Each month shall be treated as separate and retainers will not be considered cumulative for the purpose of adjustment of any approved charges. In any given month the maximum credit of the retainer against issued time and materials invoices shall be limited to the retainer paid for that month and invoices issued for work performed during that month. Retainer Obligations: Payment of Monthly Retainer is subject to CONTRACTOR's obligation to meet the following additional response times for repairs:*

- B. Installation/Conversion and Other Services: Fee Schedule Attached hereto at Exhibit C-1. Based on estimate of \_\_\_\_\_ Participant\_ lights, not to exceed \$\_\_\_\_\_ during the term of this Contract.
- C. Post-Conversion Maintenance Services: Fee Schedule Attached hereto at Exhibit C-1. Based on estimate of \_\_\_\_\_ Participant lights, not to Exceed \$\_\_\_\_\_ during the term of this Contract. All fixture and photocell or controls repairs shall be subject to the manufacturers' ten-year warranty. Failed fixtures for any reason or failed photocells or control devices shall be replaced with a warranty supplied replacement part. Such parts will be supplied by the Town.
- D. Amounts billed hourly are subject to maximum not-to-exceed amounts set forth herein as such amounts may be amended by written change order authorized by resolution of the governing board.
- E. Additional Services: Any approved Additional Services are to be billed at the Hourly Rates specified on C-1. All Additional Services require the advance written approval of the Designated Officer, subject to the maximum approved amount for the services specified. Services performed without such authorization are at the Contractor's risk and under no circumstances shall the Municipality be obligated for payment.
- F. REQUIRED PRICING SHEETS: [ATTACH PRICING SHEETS at EXHIBIT C-1]
- G. SPECIAL ADDITIONAL PRICING: [INCLUDE ALTERNATE PRICING SHEETSAT EXHIBIT C-2 IF APPLICABLE]

EXHIBIT D TO CONTRACT

TERM AND COMMENCEMENT DATE

The initial term shall be [3] years commencing with the Commencement Date.

The Commencement Date shall be the date set forth in a notice to proceed issued by the MUNICIPALITY.

The Contract shall be subject to renewal at the sole option of the MUNICIPALITY, by written notice to the CONTACTOR sent not less than sixty (60) days prior to the expiration of the initial term, for an additional period of 2 years on the same terms and conditions except as to the renewal period.

EXHIBIT E TO CONTRACT

SUBCONTRACTORS

Contractor is not authorized to subcontract with any other person or entity for the purposes described in the Scope of Services without prior written authorization from the MUNICIPALITY. In the event that Contractor is authorized to subcontract for services, all subcontractors shall be bound by the provisions of this Agreement.



EXHIBIT F TO CONTRACT  
MUNICIPALITY SPECIAL CONDITIONS

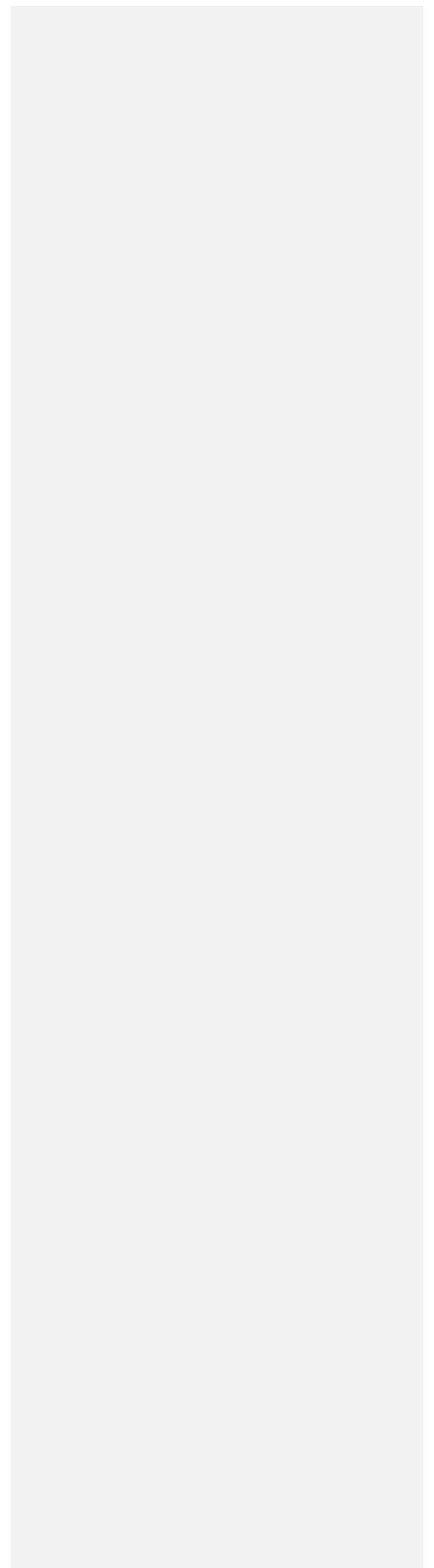


EXHIBIT G TO CONTRACT  
PREVAILING WAGE SCHEDULE

EXHIBIT H TO CONTRACT

UTILITY PURCHASE CONTRACT, OPERATING AGREEMENT AND TARIFF

APPENDIX E TO RFP  
SAMPLE FORM OF UTILITY AGREEMENTS FOR PARTICIPANTS