

*Disclaimer: The primary objective of this document is to support an aggregated procurement of light-emitting diode (LED) street lights by municipalities in the Mid-Hudson region of New York State. The documents that follow should be modified as needed to suit local requirements and circumstances. The following information should not be a substitute for legal advice from an attorney familiar with municipal procurement statutes and regulations, and other applicable state and local requirements.*

[MUNICIPALITY]  
[CITY, STATE]

## REQUEST FOR PROPOSALS

Initial Maintenance and Energy Efficiency Conversion  
And  
Follow-up Warranty and Maintenance Services  
for Municipal Street Lighting System

[MONTH YEAR]

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[MUNICIPALITY]  
[CITY, STATE]  
NOTICE OF ISSUANCE OF REQUEST FOR PROPOSALS  
  
Initial Maintenance and Energy Efficiency Conversion  
and  
Follow-up Warranty and Maintenance Services  
for Municipal Street Lighting System

The City of [XX], Town of [YY] and Village of [ZZ] 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 to LED street lights 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 solicit proposals from a pool of qualified contractors (hereinafter referred to as “Offerors”). The term “Town” shall be used hereinafter to refer to each participating community or “Participant”. 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 Town at the will of the Town.

The RFP will describe each of the necessary services which shall be priced separately and participating communities 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. All such terms and conditions shall be subject to negotiation.

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

SEALED PROPOSALS WILL BE RECEIVED by the [Village Board/Town Board/City Council] of the [LEAD MUNICIPALITY] at the [Village/Town/City] Clerk's Office, located at [MUNICIPALITY ADDRESS] until [TIME] on [DATE], and will be publicly opened and reviewed for completeness and correct submission (this includes checking for signatures, insurance certificates, bid bond if applicable, certificates of non-collusion, separation of pricing from other materials submitted, etc.) at [TIME] for the Initial Maintenance, Energy Efficiency Conversion and Follow-on Warranty and Maintenance Services of the Municipal Street Light System in accordance with the provisions the Contract Documents, requirements and specifications comprising the RFP Package, on file with, and available through, the Office of the [Village/Town/City] Clerk. Any submission that is incomplete or which does not meet the minimum qualifications will be rejected and the submission returned.

The qualifications and proposal submissions will be reviewed and scored by representatives of the Participants to determine compliance with the Proposal instructions, completeness and minimum qualifications of the Offerors. In the award of the Contract, the [Village Board/Town Board/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 following award.

No Contract is deemed to have been created until approved by the Village Board/Town Board/City Council Resolution of a Participant and the Village/Town/City Attorney, and executed by the Chief Elected Official of the Participant at the direction of the Participant's Village Board/Town Board/City Council. All contracts are subject to appropriations approved by the Participant's Village Board/Town Board/City Council, after having been provided for in the Participant's Village/Town/City 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 Lead Municipality [Village Board/Town Board/City Council] of the [MUNICIPALITY].

Dated: [TODAY'S DATE]

[Village/Town/City CLERK'S NAME]

[VILLAGE/TOWN/CITY] CLERK

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## INFORMATION FOR OFFERORS AND TECHNICAL SPECIFICATIONS

### REQUEST FOR PROPOSALS

[MUNICIPALITY],  
[COUNTY]

### ENERGY EFFICIENCY CONVERSION AND FOLLOW-ON WARRANTY AND MAINTENANCE SERVICES OF A MUNICIPAL STREET LIGHTING SYSTEM

#### **SECTION 1: Summary**

The City of [XX], Town of [YY] and Village of [ZZ] 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) to solicit proposals from a pool of qualified contractors (hereinafter referred to as “Offerors”) to assist Participants with energy efficiency conversion of municipal street light systems and follow-on warranty and maintenance services. The term “Town” shall be used hereinafter to refer to each participating community or “Participant”. 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 Town at the will of the Town.

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The Participants have purchased, or intend to purchase, from [UTILITY], the (“Utility”), a total light count of approximately \_\_\_\_ to \_\_\_\_ overhead wired street lights, more or less, to be acquired within the next [year months] (subject to Public Service Commission approval). It is expected that, once proposals are validated for completeness and compliance with the proposal requirements, the Selected Offeror(s) will be authorized to begin work within 90-180 days. Selection will be based on best value calculated 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 Town is not responsible for the feeder wires to any lights. The Town’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 Town 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. The Town 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 Town will complete a conversion to LED lights for all of the street lights purchased. This Request for Proposals seeks qualified Offerors to maintain the existing lighting system prior to LED conversion 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 LED lights, photocontrols and fuse assemblies, if required, will be supplied by the Town to the Selected Offeror at the Selected Offeror’s place of business or designated location, or at the Town, at the Town’s option. The Selected Offeror will not have to supply the LED lights. The Selected Offeror will remove each of the existing street lights in the Town and will replace each light with an LED light fixture, photocontrol and fuse supplied by the Town. 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 Town 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 Town reserves 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.

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## SECTION 2: Required Services

### 2.1 Initial Maintenance Services

Maintenance services, as needed, will begin as directed by the Town on the existing street lighting system prior to LED conversion, although it is not the Town's intention to delay implementation of the LED conversion. As a result, the Selected Offeror may be required to maintain the existing HID system for some period of time prior to beginning the conversion work. The timing and details of this will be provided by the Town. The following will apply to initial maintenance services;

- The Selected Offeror will be required to supply all materials required to maintain the existing HID system. Once the LED conversion is complete the follow-on maintenance will be on an as needed, Time and Materials basis.
- Provide on-call service to repair any failed street light. Such work will be on a Time and Materials basis. 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 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);
  - 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 Town 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).
- Provide a complete list of per hour charges for labor, percent markup of material and equipment rates to be used for estimating any requested work.

### 2.2 LED Installation

LED Installation services shall include:

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- Remove all existing street light fixtures scheduled for conversion and install the provided 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. See [EXHIBIT \_\_\_] [SECTION \_\_\_, PAGE \_\_\_\_] to this document;
- Attach labels to indicate ownership. These labels will be supplied by the Town, except as may otherwise be agreed to by the Town 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 Town for the Town'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 Town;
- Towns may request as part of the installation that the contractor record the GPS location of each pole. Ordinarily this is not expected to be a requirement and should the Town desire such data, the details of the work and the data to be collected, as well as the costs to perform the task will be agreed to between the Town and the Offeror; In the event a Town chooses to employ a streetlight control system, then the recording of the foregoing data, along with the Mac address of the control may be required. 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 Town;
- Commission all intelligent controls installed (see 3.1F);
- Identify any errors in the supplied inventory;
- Provide a ninety (90) day warranty for all workmanship;
- 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 Town of the request.

### **2.3 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**

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After acquisition from the Utility, the Town intends to convert its system to LED lamps possibly with 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 90-day warranty 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 Energy Efficiency Conversion

- A. All required fixtures, photocells and controls will be procured by the Town through a separate vendor. The equipment will be shipped to the address identified by the Selected Offeror. 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 Town, meet with Town 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 Town for such purposes.
- 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 HPS (high pressure sodium), 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 Town's discretion. Otherwise, the Town 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. 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 Town will be notified so it can authorize replacement. Any removed mast arms or wiring will be made available for inspection by the Town.

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- 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. The necessary equipment will be supplied as part of this project and its cost will be separate from this Proposal. 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.

### 3.2 Routine On-Call Maintenance Component

- A. Pricing approach. In the event that the Town shall choose to retain the existing system for an extended period, depending on the expected delay before conversion to LED, maintenance pricing will be based on a fixed price per light per month and such price will include materials except as otherwise noted. Generally, if the delay is going to be more than a year then the fixed price per light per month shall apply. Otherwise 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 Town will make a separate determination if they prefer 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 Town. 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 Town 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 Town detailing the services performed during the prior month including all calls received and from whom, the respective Town, the date of repair, and the nature of the repair. It is expected that any

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time a crew is out, they will look for outages and make appropriate repairs as authorized by the Town 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 Town. 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 Town'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 Town
- B. Pricing Approach. Pricing shall be on a time and materials basis, unless, per 3.2.A., the Town 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 Town may at any time determine that it is either required or it is in the best interests of the Town to seek additional bids for unusual or extra items such as underground repairs.

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- 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 Town shall be deemed written approval, provided the email is sent by a person authorized by the Town 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 Town 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 OF NOT LESS THAN \$50 PER DAY FOR NON-PERFORMANCE AND/OR FAILURE TO PERFORM REPAIR WITHIN THE PRESCRIBED PERIODS. In the event of extreme weather conditions or other matters outside the control of the Selected Offeror, the Town at its sole discretion may waive such damages. In the event there is a no power situation or the repair is dependent on the actions of others outside of the control of the Selected Offeror, then the liquidated damages shall not apply provided the Offeror has properly notified the responsible party and the Town of the cause for delay.
- F. Routine replacements. This section applies primarily to maintenance of the existing HID system. Routine replacements includes replacement of failed lamps (bulbs), photocells, ballasts, starters, igniters, standard lenses, reflectors, approved fuse holders, and fuses to be supplied through the Town (purchased through a separate process and supplied by the Town) 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

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to gather the needed information to effect 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 Town. 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 Town. 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 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 Town and the Selected Offeror. The Town will supply 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 so as to maintain a continuous stock of reserve fixtures. Any contested warranty issues with the designated supplier will be brought to the attention of the Town and [ ] 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 Town's data base. Locational information (street name and pole number) on equipment replaced under warranty must also be kept and provided to the Town so they can track warranty repairs.
- I. Emergency Work - Emergency work is defined as work necessary to render the scene safe and, to secure any Town-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 Town, most typically from the police department. Town-owned equipment that can be picked up by the personnel at the scene will be picked up and removed for later delivery to the Town or for disposal if non-salvageable and its disposal approved by the Town. 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 Town-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 Town 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 Town may also seek

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additional quotes for this work as it may be in the Town'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 Town. 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 Town 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 Town is maintaining the existing HID system. The Town 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 Town. 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 to the Selected Offeror by the Town. The Town will provide a basic stock of replacement units for that Town that shall be maintained and accounted for by the Selected Offeror. The parties shall agree on a process for maintaining the required stockage.
- 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.
- 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

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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**

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

Proposals must be received by the [Village Board/Town Board/City Council] of the [LEAD MUNICIPALITY] at the [Village/Town/City] Clerk's Office, located at [MUNICIPALITY ADDRESS] until [TIME] on [DATE], and will be publicly opened and reviewed for completeness and correct submission at [TIME].

## **SECTION 5: Anticipated Start Date and Term of Contract**

It is the Town's goal to execute a Contract with the Selected Offeror by [DATE] and to begin work immediately where the Town has acquired its street lights. The Contract between the successful Offeror and the Town shall be for a period of three (3) years with one additional extension for a further two-year period, at the option of the Town. The Town 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 Town's convenience. Each Contract will also contain an executory clause providing that if funds for the Contract are not appropriated by the Town in any fiscal year, the Town will not be obligated to pay the amounts due beyond the end of the last funded fiscal year.

Notwithstanding anything herein to the contrary, any notice of extension will be given at least 60 days in advance of the then-currently scheduled end of Contract date.

## **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**

Answers to the qualifications outlined in this Section shall be submitted in a written format and may include any additional information the Offeror wishes to provide. A simple statement of qualification will not be sufficient. An Offeror must provide specific examples with sufficient detail for the Town to determine from the written justification that the Offeror meets the above qualifications. If an Offeror believes it has examples of work that would be the equivalent of the above qualifications, it may submit them for consideration. The Town will consider any such submission but reserves the right to reject any that in its opinion are not equivalent or

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inadequately described. Failure to satisfactorily address each of these issues will result in rejection of the Proposal at the sole discretion of the Town.

All pricing will be based on the time and materials pricing sheet submitted in response to this RFP, the cost of installation of the LED fixtures, the removal costs for the old fixtures, and a reasonable estimate of the expected frequency of repairs over the three-year term of the Contract. Included in the pricing sheet will be fixed costs for certain common repairs. 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. We reserve the right to select one or more Offerors as may be in the best interest of the Town. The Contract will not become effective until it is executed by an authorized representative of the Town, upon Town Board resolution.

## 7.1 Experience

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

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

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

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

## 7.2 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 Town and the Utility in addition to manpower necessary to service any other existing ongoing contracts. The Offeror must have at least one *Model Request for Competitive Proposals. This document should be modified as needed to suit local requirements.*

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 Town within a reasonable period, but in no event longer than 24 months from the Town's Closing on the purchase of the street lights, contingent on the availability of materials. 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 may achieve the objective by leasing additional bucket trucks as needed and pulling additional qualified electricians from the union hall if they do not have sufficient numbers on full time staff. Offerors must demonstrate availability 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. Offerors 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, and will earn International Municipal Signal Association (IMSA) Roadway Lighting Level I certification within a reasonable amount of time (six months or less) to perform the required scope of work. 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.

Acceptable: The Offeror will hire needed staff and lease or purchase the necessary additional equipment.

Advantageous: The Offeror has 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.

Highly Advantageous: The Offeror has the necessary staff and equipment to perform the work and could begin within three weeks of Contract award.

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### 7.3 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 -- **10%**

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

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.

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.

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.

### 7.4 Quality of References

Provide a list of references for **all** work over the past two years and highlight any similar municipal street light 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.

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

Advantageous: The Offeror has favorable references on similar contracts.

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

### 7.5 Call Center Operation

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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.

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

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.

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.

## 7.6 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.

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.

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.

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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.

### 7.7 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.

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

Advantageous: Offeror has been in business more than five years and has a good reputation

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

### 7.8 Pricing

See Pricing sheets appended in Section 13.-- **20%**

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

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

The Town 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.

The Town 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 Town will respond to all inquiries and, as required, issue amendments to the Request for Proposals, which will be emailed to all participants who have requested a Proposal package, as evidenced by their securing Proposal copies and filing their email address with the Town. The Town is not responsible to communicate with any interested party who has failed to file its email.

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Offerors must respond in writing to all follow-up questions by the Town concerning their Proposals.

## SECTION 9: Submission of Proposals

Proposals must be submitted and received no later than [TIME] on [DATE], at the Office of the Town/City Clerk, [MUNICIPALITY]

The Proposal is to be submitted in two sealed envelopes as follows:

Envelope 1 (Qualifications and Other Documentation) must be labeled “[MUNICIPALITY] Street Light Initial Maintenance, Energy Efficiency Conversion and Follow-on Warranty and Maintenance Services, Qualifications and Other Documentation” 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)

Envelope 1 must NOT contain any pricing information.

Envelope 2 (Price Proposal) must be labeled “[MUNICIPALITY] Street Light Initial Maintenance, Energy Efficiency Conversion and Follow-on Warranty and Maintenance Services, Price Proposal” and must contain ONLY the following:

- Completed six-page 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.

## SECTION 10: Proposal Review and Contract Award

At [TIME] on the designated date, the Town Clerk will publicly open Envelope 1. The Town Clerk, aided by a designated committee of Town officials and consultants, will make a *preliminary Model Request for Competitive Proposals*. *This document should be modified as needed to suit local requirements.*

determination that 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 Town 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 Town reserves the right to consider all information available to it in awarding this Contract, and may, if it determines same to be in the best interest of the Town, re-advertise or not award a Contract. The Town 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 Town and will be returned only at the option of the Town. Such documents will become public records to the extent required by law. The Town 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.

### 10.1 Contract Award

- A. It is the Town's goal to have a Contractor selected by [DATE] and to begin work immediately where the Town has acquired its street lights. Should the Town select more than one Offeror, some additional negotiations will be required to standardize the offerings such that all communities will be treated fairly and receive equal service. Such adjustments will be worked out jointly and consistent with New York procurement guidelines/rules.
- B. The Selected Offeror must agree to honor price quotes for the full base term of the Contract.
- C. Award of the Contract is in the sole discretion of the Town Board. The Town 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 Town's best interests.

## 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;

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- 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;
- Prior to the proposal opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- 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 that are not material;
- Negotiate with the Selected Offeror within the scope of the RFP in the best interests of the Town;
- Conduct Contract negotiations with the next responsible Offeror, should the Town be unsuccessful in negotiating with the selected Offeror;
- 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 120 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 [Municipality should insert its own performance terms here]**

Any Contract entered into between the Town and a Selected Offeror shall be deemed to include the following provisions:

- 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

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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 Town.

- 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 Town measured either in value of services rendered or in Selected Offeror's time spent on such services. Subcontracting is specifically 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 Town's approval.
- C. The Town 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 Town'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 Town 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 Town 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 Town. The Selected Offeror shall be as fully responsible to the Town 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. Without limiting the foregoing, the Town shall have the right to require the Selected Offeror to cure any defaults or defective work within a reasonable period of time and if the Town is not satisfied with either the timeliness or the quality of the corrections may require the Selected Offeror to cease providing services immediately upon written notice.
- F. No Liens. In connection with the performance of its duties hereunder, the Selected Offeror shall not (i) create, or suffer the creation of, any lien or encumbrance on the facilities owned by the Town or installed on behalf of the Town, or any interest in or portion thereof, or any other property of the Town, or (ii) take any action that would otherwise cause the Town to cease to have good and marketable title to the facilities or any other property of the Town.
- G. The Town's Right to Cure the Selected Offeror'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 Town to the Selected Offeror to commence and continue correction of such default or neglect with diligence

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and promptness, the Town 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 Selected Offeror to the Town promptly after receipt of an invoice therefor.

- H. 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 separately negotiated by the Selected Offeror with the Utility and as agreed to by the Town.

## 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 Town related to this Contract and with any party engaged by the Town 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 may contain a provision requiring the payment of Liquidated Damages to the Town 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 would be intended to compensate the Town 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 Town 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 Town. It is the responsibility of the Town to ensure the LED fixtures and Controls are delivered in a timely manner and so as to not delay the Selected Offeror's work schedule. The Selected Offeror is responsible to secure any other required materials such as wiring or mast arms in a timely fashion. 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 Town 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 Town 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

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negotiated for and agreed to by the Town. The Town 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 Town. Such retainer would apply for a time and materials Contract for communities that have completed the conversion of their system to LED lights. Such retainer would be in exchange for meeting certain response time standards for repairs and would be paid regardless of whether work was required or not. In the event work is required, such retainer would be deducted from the approved charges for the work performed. 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 invoices shall be limited to the retainer paid for that month and invoices issued for work performed during that month.

- B. The Selected Offeror shall submit invoices for services rendered on the schedule agreed to between the Town and the Selected Offeror. The Selected Offeror'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 Town may reasonably require showing the computational basis for all charges. The Selected Offeror shall keep records pertaining to services performed employing sound bookkeeping practices and in accordance with generally accepted accounting principles. The Offeror shall endeavor to agree on standardized reports to simplify the reporting as much as possible.
- C. Payments to the Selected Offeror for services performed in accordance with the Contract will be made in accordance with the Town's ordinary payment procedures. Payments will be made directly by the Town as specified in the Contract for work done in or for the Town.
- D. 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.
- E. 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 Town, or any services made necessary by the fault or negligence of the Selected Offeror or any of its sub-contractors.
- F. The Town 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 Town 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 Town 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

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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 Town 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 Town. For each policy of liability insurance held by the Selected Offeror, other than employer's liability under worker's compensation, the Town 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 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 a reasonable time as determined by the Town.

## 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

- A. In addition to the terms contained elsewhere in this RFP, the Contract between a Town and an Offeror may be terminated as follows:
  1. 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.
  2. Termination for Convenience: The Town may terminate the Contract at any time for any reason upon submitting to the Selected Offeror thirty (30) days' prior written notice of its intention to terminate. Upon receipt of such notice, the Selected Offeror shall immediately cease to incur expenses pursuant to this Contract unless otherwise directed in the termination notice. The Selected Offeror shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs, which payment shall not exceed the unpaid balance due on this and any other Contracts with the Selected Offeror at the time of termination.

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3. In case of termination for any reason, all finished and unfinished documents shall become the property of the Town.
- B. In the event of termination, the Selected Offeror shall promptly deliver to the Town all Materials, including inventory and all documents, work 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 to the time of termination, and thereupon the Town shall pay to the Selected Offeror any unpaid and undisputed balance owing for services rendered in accordance with the Contract prior to the date of termination. If the Selected Offeror intends to purchase any specialized software or database for the sole support of this Contract and expects to amortize those costs over the expected life of the Contract they may recover any stranded costs associated with that purchase, provided the Town previously agreed to the purchase, desires the product at termination and previously agreed in writing to the amortization schedule. Any termination of the Contract shall not affect or impair the right of the Town to recover damages occasioned by any default of the Selected Offeror or to set off such damages against amounts otherwise owed to the Selected Offeror.

### **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 Town, 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

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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 apply to any Contract awarded by a Town.

## 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 Town 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 ten percent (10%) of the Comparative Proposal Price 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 at end of pricing section) at the time of execution of the Contract and prior to the commencement of work in the Town. Bid Bonds will be returned upon completion of the review process. In the case of any Selected Offeror it will be replaced with the required Payment and Performance Bonds.

## 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 Town, 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.

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### 12.14 Conflict of Interest

By execution of a Contract with the Town, the Selected Offeror acknowledges that the Town 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 Miscellaneous Contract Provisions

The Contract awarded is deemed to include the following miscellaneous provisions:

- A. Successors and Assigns: Subject to paragraphs 12.15 B and E. and F, below, the Town and the Selected Offeror each bind itself, its partners, successors, assigns, and legal representative to the obligations contained in the Contract.
- B. Entire Contract: The Contract between the Town and the Selected Offeror shall represent the entire and integrated Contract between the parties with respect to the services to be performed and products to be delivered under the Contract, and shall supersede all prior negotiations, representations or Contracts, either written or oral. This Request for Proposals and the Selected Offeror's Proposal may be incorporated into the Contract either in whole or by reference. The Contract may be amended only by written instrument signed by both the Town and the Selected Offeror.
- C. Confidentiality: The Selected Offeror shall not, without the Town'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. Likewise the Town will not release any information deemed confidential by the Offeror without the prior approval of the Offeror. Such confidentiality shall apply except as may be required under the FOIA or NY State Law in which case notice of release will be provided by the releasing party to the other party.
- D. Certifications: The Selected Offeror shall, from time to time, make such certifications and statements to the Town as the Town shall reasonably request, and in such form as the Town shall reasonably request, provided that the Selected Offeror determines that such certifications are true and correct based upon services performed by the Selected Offeror under the Contract.
- E. Additional Services: If the Town requests the Selected Offeror to perform additional services beyond the Contract scope of services, the Selected Offeror shall perform such additional services only upon obtaining written authorization from the Town including written Contract as to the method and amount of compensation for such additional services.
- F. Amendments: During the project, the Town may elect to revise the Contract scope of services, or change emphasis or direction, depending on interim findings and events or other circumstances which could increase the Town's overall savings. Any changes will be made only by written mutual Contract between the Town and the Selected Offeror. The Contract shall be amended accordingly.

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- G. Disputes: All claims, disputes and other matters in question between the Town and the Selected Offeror 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 [CITY, STATE], and shall be adjudicated under the laws of the State of New York, without regard to its principals of conflicts of laws, or to any other dispute resolution mechanism agreed to in writing by the parties. The parties agree to negotiate in good faith for at least thirty days after notice of any claims, disputes or other matters in question during the term of the Contract before resorting to litigation or alternative dispute resolution.
- H. Limited Liability: No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town shall be personally liable to the Selected Offeror under the Contract, for the Town's payment obligations or otherwise, the Selected Offeror agreeing under the Contract to look solely to the assets of the Town for the satisfaction of any liability of the Town under the Contract. In no event shall the Town ever be liable to the Selected Offeror for costs, attorneys' fees, indirect damages, incidental damages, punitive damages or consequential damages arising out of the Contract or breach thereof.
- I. No Waiver: The Town'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 Selected Offeror shall be and remain liable to the Town for all damages incurred by the Town or its member communities as the result of the Selected Offeror's failure to perform in conformance with the terms and conditions of the Contract. The rights and remedies of the Town provided for under the Contract are in addition to any other rights or remedies provided by law. The Town and or any member community 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.
- J. 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.

## 12.16 Unbalanced Proposals

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

### Important Notice to Offerors

In submitting and signing a Proposal, the Offeror understands that the Town reserves the right to reject any and all Proposals or to waive any informality in the submitted Proposal documents. The Town may also reject any Proposal that has unit prices, which in the opinion of the Town are obviously unbalanced or are designed to skew the results. The Offerors are required to calculate

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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 Town, the prices offered are unreasonable or obviously unbalanced, the Town may reject such Proposal.

## SECTION 13: Proposal Price

The proposal prices are to include and cover the furnishing of all materials (except LED fixtures, fuses and photocells for LED fixtures and labels), equipment, personnel and overhead necessary to perform the work described in the Special Instructions to Offerors (Section 5) of these RFP documents. The undersigned Offeror proposes that in the event this Proposal is found to be acceptable to the Town 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 and follow-on maintenance of the street lights. The Participants reserve the right to make additions or subtractions from the counts as may be needed to ensure its accuracy. See detailed list at Appendix B, Exhibit A.

### PRICE SHEET

**A1) 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 supplied by the Town. 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 Town 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.

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Item	Installed Quantity	Installed Price Each	Total Price
Install LED Cobra heads (with fuse and supplied fixture and photocell)			
Labor, no commissioning	[QUANTITY] ea	\$ _____	\$ _____
Labor, with commissioning	[QUANTITY] ea	\$ _____	\$ _____

The Town reserves the right to change which of these numbers it uses to adjust the final totals based on the known requirements.

TOTAL \_\_\_\_\_

**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). 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 Town on an existing utility owned wooden 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 Town.

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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	

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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	\$ _____

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C1-42	Service call price-cost to respond to a service call and trouble shoot the light with no work required at the scene	\$ _____ . ____ eac h
C1-43	Remove existing six foot or shorter mast arm from Utility owned pole (discontinue service) and dispose or salvage equipment as directed.	\$ _____ . ____ eac h
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.

**A1) Energy Efficiency upgrades**

Price per Town supplied LED fixture installed with supplied photocell and fuse (where applicable) no commissioning (include this price in Total Comparative Price below)

Price per fixture installed \$ \_\_\_\_\_ X [QUANTITY] lights= \$ \_\_\_\_\_

**A2) Energy Efficiency Upgrades with Intelligent Controls**

Price per Town supplied LED fixture installed with supplied photocell and fuse with supplied control with commissioning (DO NOT use this number in computing Total Comparative Price)

Price per fixture installed \$ \_\_\_\_\_ X [QUANTITY] lights= \$ \_\_\_\_\_

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

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

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

**C1) GENERAL REPAIRS**

C1-1 Rate/hour \$ \_\_\_\_\_ X 90 hours Total \$ \_\_\_\_\_ (C1-1)

C1-2 Overtime Rate/hour \$ \_\_\_\_\_ X 12 hours Total \$ \_\_\_\_\_ (C1-2)

C1-8 35 foot Insulated Bucket Truck Rate \$ \_\_\_\_\_ per/hr X 90 hrs  
= \$ \_\_\_\_\_ (C1-8)

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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 30= \$ \_\_\_\_\_ (C1-27)

C1-29 Replace Defective photocell with supplied warranty replacement Labor only \$ \_\_\_\_\_ ea X 30= \$ \_\_\_\_\_ (C1-29)

C1-35 Replace ANSI 136.41 seven pin photocell receptacle with replacement receptacle labor and materials only \$ \_\_\_\_\_ ea X 3= \$ \_\_\_\_\_

C1-37 Transfer existing mast arm with fixture from old pole to new Pole. \$ \_\_\_\_\_ ea X 10= \$ \_\_\_\_\_

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 10 = \$ \_\_\_\_\_

All other C1-12 to E1-38 items not listed above X 2 times \$ \_\_\_\_\_ (C1-14, 15, 16,17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 33, 34, 36, & 38) X 2 = \$ \_\_\_\_\_

Using the totals computed on the previous page except as noted under A1, sum them into a single final number and show that below.

TOTAL COMPARATIVE PROPOSAL PRICE \$ \_\_\_\_\_

Offerors should note the comparative Proposal price is the basis for identifying the lowest Proposal price. The Town 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

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[TITLE] \_\_\_\_\_  
TITLE

[FIRM NAME] \_\_\_\_\_  
FIRM NAME

[TELEPHONE NUMBER] \_\_\_\_\_  
TELEPHONE NUMBER

REQUEST FOR PROPOSAL SIGNATURE PAGE

TO: VILLAGE BOARD/TOWN BOARD/CITY COUNCIL, [LEAD MUNICIPALITY],  
VILLAGE/TOWN/CITY HALL  
[MUNICIPALITY ADDRESS]

THE UNDERSIGNED, having a principal place of business at [FIRM'S PERMANENT ADDRESS], (Permanent street address is required if mailing address is different), proposes to furnish and deliver to the [MUNICIPALITY] the services described in the enclosed response to the Request for Proposals entitled "Initial Maintenance and Energy Efficiency Conversion And Follow-up Warranty and Maintenance Services for Municipal Street Lighting System" and has authority to execute all documents associated with this Request for Proposals.

DATED: [TODAY'S DATE]

[NAME] \_\_\_\_\_  
NAME

[TITLE] \_\_\_\_\_  
TITLE

[FIRM NAME] \_\_\_\_\_  
FIRM NAME

[TELEPHONE NUMBER] \_\_\_\_\_  
TELEPHONE NUMBER

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

\_\_\_\_\_  
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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: \_\_\_\_\_

*Disclaimer: The primary objective of this document is to support an aggregated procurement of light-emitting diode (LED) street lights by municipalities in the Mid-Hudson region of New York State. This document should be modified as needed to suit local requirements and circumstances. The following information should not be a substitute for legal advice from an attorney familiar with municipal procurement statutes and regulations, and other applicable state and local requirements.*

## NON-COLLUSIVE BIDDING CERTIFICATE

In Connection With Proposal for the Following:

Initial Maintenance and Energy Efficiency Conversion And  
Follow-up Warranty and Maintenance Services  
for Municipal Street Lighting System

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE [MUNICIPALITY].

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 Contract, 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

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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.

DATED: [TODAY'S DATE]                      [SIGNER]  
BY: [\_\_\_\_\_]

*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.*

*Disclaimer: The primary objective of this document is to support an aggregated procurement of light-emitting diode (LED) street lights by municipalities in the Mid-Hudson region of New York State. This document should be modified as needed to suit local requirements and circumstances. The following information should not be a substitute for legal advice from an attorney familiar with municipal procurement statutes and regulations, and other applicable state and local requirements.*

## CONFLICT OF INTEREST STATEMENT

In Connection With Proposal for the Following:

Initial Maintenance and Energy Efficiency Conversion And  
Follow-up Warranty and Maintenance Services  
for Municipal Street Lighting System

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.

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Signature of individual submitting proposal

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Printed Name of individual submitting proposal

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Name of business

---

Address of business

***Model Request for Competitive Proposals. This document should be modified as needed to suit local requirements.***

*Disclaimer: The primary objective of this document is to support an aggregated procurement of light-emitting diode (LED) street lights by municipalities in the Mid-Hudson region of New York State. This document should be modified as needed to suit local requirements and circumstances. The following information should not be a substitute for legal advice from an attorney familiar with municipal procurement statutes and regulations, and other applicable state and local requirements.*

**TAX COMPLIANCE CERTIFICATION**

In Connection With Proposal for the Following:

**Initial Maintenance and Energy Efficiency Conversion And  
Follow-up Warranty and Maintenance Services  
for Municipal Street Lighting System**

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

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*Disclaimer: The primary objective of this document is to support an aggregated procurement of light-emitting diode (LED) street lights by municipalities in the Mid-Hudson region of New York State. This document should be modified as needed to suit local requirements and circumstances. The following information should not be a substitute for legal advice from an attorney familiar with municipal procurement statutes and regulations, and other applicable state and local requirements.*

## APPENDIX A

### FORM OF CONTRACT WITH MUNICIPALITY

CONTRACT BETWEEN  
 THE [VILLAGE/TOWN/CITY] OF [NAME OF VILLAGE/TOWN/CITY], NEW YORK  
 AND  
 [SELECTED OFFEROR]  
 FOR

THIS CONTRACT ("Contract") made effective \_\_\_\_\_, 20\_\_\_\_, by and between the [VILLAGE/TOWN/CITY] OF \_\_\_\_\_, NEW YORK, a municipal corporation, acting by and through its \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_, New York \_\_\_\_\_ (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:

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## ARTICLE 1 – THE CONTRACT DOCUMENTS

- 1.1. The Contract Documents consist of the this Contract between the MUNICIPALITY and the CONTRACTOR, 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 A**, CONTRACTOR’s Proposal dated \_\_\_\_\_ (the “Proposal”), a copy of which is attached hereto as **Exhibit B**, 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;
  - (b) The RFP;
  - (c) The Proposal.

## 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 Sections 2 and 3 of the RFP and in CONTRACTOR’S Proposal.
- 3.2. The CONTRACTOR shall report, and be responsible, to the MUNICIPALITY and its designee (if any) as set forth RFP.
- 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 *Model Request for Competitive Proposals. This document should be modified as needed to suit local requirements.*

CONTRACTOR which are not explicitly agreed to by the MUNICIPALITY in writing. The MUNICIPALITY hereby appoints [DESIGNATED REPRESENTATIVE] 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.

- 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 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. *[INSERT TERMS RELATING TO MAINTENANCE OF THE MUNICIPALITY’S EXISTING HID STREET LIGHTS, INCLUDING BASIS FOR PAYMENTS]*

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

- 4.1. The term of this Contract shall be three (3) years commencing on the date hereof.
- 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

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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 RFP. The CONTRACTOR acknowledges that time is of the essence of this Contract.

- 4.3. 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, 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 six (6) weeks from the date that the MUNICIPALITY issues to CONTRACTOR a notice to proceed, subject only to the availability of materials and 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 \$200 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 as **Exhibit C**.
- 5.2. The CONTRACTOR will bill the MUNICIPALITY 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.
- 5.3. The MUNICIPALITY will pay the CONTRACTOR upon review and approval of such invoices by the MUNICIPALITY or its designee.

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- 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.

#### **ARTICLE 6 - TERMINATION**

- 6.1. The Contract may be terminated by the MUNICIPALITY or the CONTRACTOR as provided in Section 12.6 of the RFP.
- 6.2. 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 and/or expenses incurred by the CONTRACTOR in accordance with the terms of this Contract prior to the effective date of the notice of termination, together with all costs reasonably incurred by the CONTRACTOR with the MUNICIPALITY's consent in demobilizing, securing work areas and equipment and other tasks necessary for the winding up the CONTRACTOR's Work on behalf of the MUNICIPALITY. Other than as set forth in this Section 5.3(a), the MUNICIPALITY shall be responsible for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) In the event of termination of this Contract by the MUNICIPALITY for cause, the CONTRACTOR will not be entitled to receive further payment 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 CONTRACT will pay the difference to the MUNICIPALITY.
  - (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.

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## 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 negligent 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 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.
- (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.

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- (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 the MUNICIPALITY may reasonably require as set forth in the RFP and as is required under the terms of the License and Purchase and Sale Contracts between the MUNICIPALITY and the Utility.
- 7.4. CONTRACTOR shall maintain such insurance during the term of Contract and give the MUNICIPALITY 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 receipt of reports of outages from all potential sources shall be [MUNICIPALITY] [CALL CENTER].
- 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. The Contract Documents constitute the entire Contract of MUNICIPALITY and CONTRACTOR with respect to the matters set forth herein and may not be changed, amended, modified or terms waived except by a writing signed by the MUNICIPALITY and the CONTRACTOR.

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- 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:  
[Title, Address]

If to Contractor:  
[Title, Address]

- 8.6. **PIGGYBACKING**. This Contract is hereby made available for use on the same terms and conditions (excepting MUNICIPALITY-specific terms and conditions of 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.
- 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

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the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work Contract covered by Article 8 of the Labor Law, the Contractor

- 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.

[Signatures on following page.]



[SIGNATURE PAGE]

## EXHIBIT A

*[REQUEST FOR PROPOSALS  
Initial Maintenance and Energy Efficiency Conversion  
And Follow-up Warranty and Maintenance Services  
for Municipal Street Lighting System]*

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EXHIBIT B

*[CONTRACTOR'S PROPOSAL]*

## EXHIBIT C

## PRICING SCHEDULE AND TERMS OF COMPENSATION

*[TO BE COMPLETED FOR EACH PARTICIPANT]*

*[THIS EXHIBIT SHALL INCLUDE THE PRICING INFORMATION REQUIRED BY SECTION 13 OF THE RFP AND PROVISIONS OF SECTION 12.3 OF THE RFP, AND/OR SUCH OTHER TERMS AS THE PARTIES MAY AGREE]*

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