

**REQUEST FOR PROPOSALS (RFP) FOR
PURCHASE OF LED STREETLIGHT PRODUCTS
ON BEHALF OF THE VILLAGE OF NEWARK, NEW YORK**



RFP # 18-NY-P-0773-F

Issued March 26, 2018

Bids Due: April 13, 2018

NOTICE TO BIDDERS

- Agency:** RealTerm Energy US, L.P. (RTE), on behalf of the Village of Newark, NY (the Village).
- Bid Number:** 18-NY-P-0773-F
- Description:** RealTerm Energy, on behalf of the Village of Newark, NY, is requesting bids from manufacturers or authorized re-sellers of cobrahead and decorative LED luminaires and photocells. The Village currently has an estimated 1,209 cobrahead and 164 decorative streetlights.
- The Village seeks to improve lighting conditions, lower electric costs, reduce lighting maintenance expenses, and reduce energy consumption.
- Bidders are invited to submit a bid for only the cobrahead fixtures or only the decorative fixtures or both.
- The successful bidder(s) will be responsible to ensure that the materials are safely delivered to the Village as per the specifications and delivery requirements listed within this RFP.
- Designated RFP Contact:** If you have any questions about this RFP, please send all inquiries to Silvia Sepulveda at Rtebidsubmissions@realtermenergy.com
- Questions due by April 03, 2018 at 2:00 p.m. local time.
- Email Subject: RFP 18-NY-P-0773-F – “*Company Name*”
- Notice of Intent to Bid:** Bidders must send the Notice of Intent to Bid Form (Appendix F) to Rtebidsubmissions@realtermenergy.com. Notices of Intent to Bid will be received until 2:00 p.m. local time on March 29, 2018. Bids will not be accepted unless a Notice of Intent to Bid Form is submitted by the above specified date and time.
- Deadline:** Bids will be received until 11:00 a.m. local time on Friday April 13, 2018 by the Village of Newark’s Clerk/Treasurer at the following address:
- Village of Newark
100 East Miller Street
Newark, New York 14513
Attn: Mr. Steve Murawski (Clerk/Treasurer)
- Public Opening:** All bids received by 11:00 a.m. local time on April 13, 2017 at the above address will be publicly opened and all respondent names will be read aloud. Pricing will not be distributed until a full review and evaluation is completed.
- Informalities:** The Board of Trustees of the Village of Newark reserves the right to waive any informalities in the bids not inconsistent with law or to reject all bids or to accept any bid which is deemed to be in the best interest of the Village.

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1. INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

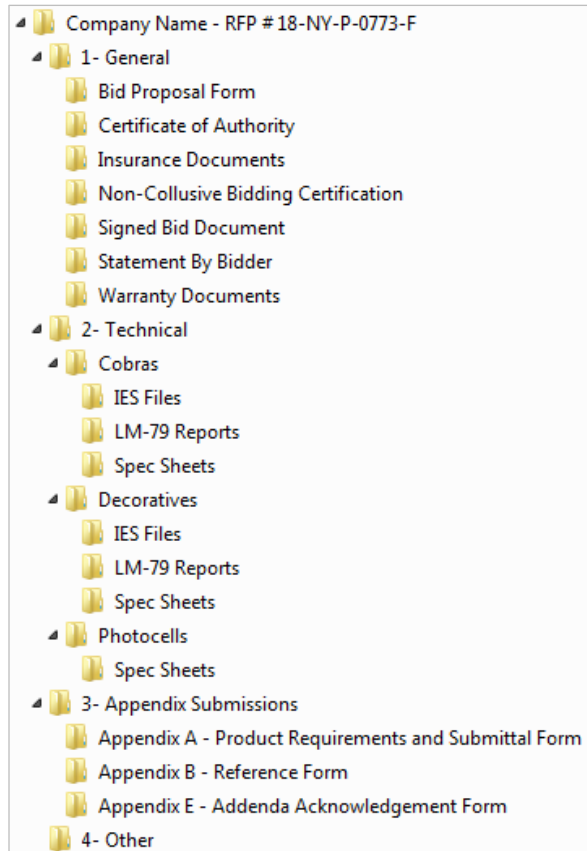
1. In order to be valid, all bids must be properly signed and received by the Village by the time and date specified. DO NOT REMOVE ANY SHEETS FROM THIS BID DOCUMENT.
2. All bids must be priced per unit, if requested, as specified in the bid specifications. All prices in the proposal must be plainly stated in figures and words, where indicated. In case of conflict, words will take precedence over figures. Any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or containing irregularities of any kind, will invalidate the proposal.
3. The Village reserves the right to consider all bids submitted for a period of one hundred and eighty (180) days and no bidder will be permitted to withdraw his/her bid during the period. The bid will be awarded to the bidder whose bid is of **best value** [N.Y. State Fin. Law § 163 (j)] and complies with the conditions of the bid, provided his/her bid is reasonable and it is in the interest of the Village to accept it. The successful bidder will be notified at the earliest possible date. The Village reserves the right to reject any and all bids or any portion thereof and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the Village. The Village also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time work of a similar nature, who is not in a position to perform the work or who had habitually and with just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, employees or other business associates.
4. Bids must be accompanied by circulars, brochures, specification sheets and/or samples. Bidder(s) must check each and every paragraph in the appropriate column on the right-hand edge of the paper as to compliance or non-compliance with specifications.
5. Purchases by the Village of Newark are not subject to any Federal, State or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon request.
6. Failure to deliver within the specified time may be cause of cancellation of the order and/or the removal of bidder's name from bidder's list.
7. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned at vendor's expense.
8. Shipping terms will be considered F.O.B. destination and without charges for containers, packing, etc., unless specified in the bid and cost thereof quoted.
9. If the bidder(s) is/are a corporation, the bid shall be signed in its correct corporate name by a duly authorized officer. If the bidder(s) is/are a partnership, the bid shall be signed in the full name of the partnership by a duly authorized partner. If the bidder(s) is/are an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed in the full trade name of the person(s) conducting the business.

10. **SCOPE OF SERVICES:** This request for proposal involves the supply and delivery of new cobrahead and decorative LED street lights and photocells. The successful bidder(s) will be required to designate a representative and a backup representative who will be available during regular Village business hours to serve as a primary contact in the implementation of this supply agreement and if any issues arise regarding the product. The successful bidder(s) must comply with all delivery requirements specified within this RFP (See Section 8, Item 10).

11. **ADDENDA AND INTERPRETATION:** No interpretation of the meaning of the specifications or other contract documents will be made to any bidder verbally. Every request for such interpretation should be made in writing addressed to the Project Manager (contact details and instructions provided on page 2), and to be given consideration must be received by 2:00 p.m. local time on April 3, 2018. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be emailed to the respective bidders furnished, not later than three days prior to the date fixed for the opening of bids. All addenda so issued shall become part of the contract documents. All addenda must be acknowledged as received by the respective bidder, and included in the bid submission.

12. **BID SUBMISSION:**
 - a. One (1) computer printed original is required. The printed hard copy is to contain ONLY the pages and/or forms within this RFP that require an original signature. The original bid proposal shall be placed in a separate sealed envelope/package, manually signed in ink by a person having the authority to bind the firm in the contract and marked clearly on the outside using the submission label provided in Appendix C.

 - b. One (1) electronic copy supplied on a USB storage device must be submitted within the sealed envelope/package. The electronic copy must contain the bidder's complete RFP response, including the scanned copies of all pages that require a signature. The USB storage devices must be submitted using the following folder structure and any failure to do so will result in disqualification:



The folder structure above can be downloaded by accessing the following link. If your security system blocks the following link, please manually re-create the above file structure.
<https://realtermenergy.egnyte.com/fl/6wqVyM3vhG>

Bids must be submitted at the below address:

Village of Newark
100 East Miller Street
Newark, New York 14513
Attn: Mr. Steve Murawski (Clerk/Treasurer)

All bids will be publicly opened and read directly following the bid closing date and time specified above. Please note that because this is a 'best value' RFP, pricing will not be announced during the public opening.

13. LATE PROPOSALS. Proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable. The Village of Newark is not responsible for lateness of mail, carrier, etc. and time/date stamp by the Village shall be the official time of receipt.
14. ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.
15. WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the bidder(s) for a period of ninety (90) days following the date designated for the receipt of proposal, and bidder(s) so agree upon submittal of their proposal.

16. **BID MISTAKES:** In the event that bidder(s) make a mistake in its bid and seeks to withdraw the bid based on the mistake, the bidder(s) must provide notice to the Village within three (3) days of the bid opening requesting the withdrawal of its bid. NYS Gen. Mun. Law §103(11)(a).

A bid may only be withdrawn where a unilateral error or mistake is discovered in a bid and the bidder(s) demonstrate(s) the following: (1) the mistake is known or made known to the awarding officer, board or agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and (2) the price bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the bid was submitted in good faith and the bidder(s) submit(s) credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and (5) it is possible to place the public agency, board, officer, or subdivision in status quo ante. NYS Gen. Mun. Law §103(11)(a).

17. **TIMELINE FOR SOLICIATION AND AWARD:**

Event	Date
Pre-bid conference and/or site visit:	Not applicable for this work
Release of RFP	March 26, 2018
Notice of Intent to bid (mandatory)	March 29, 2018
Questions due	April 03, 2018
Responses issued to questions	7 business days prior to closing date
Closing date for RFP submissions	April 13, 2018

18. **SUCCESSFUL BIDDER(S):** The bidder(s) shall defend, indemnify and save harmless the Village of Newark and all its officers, agents, and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder(s); or of any agent, employee, subcontractor or supplier in the execution of, or performance under any judgment cost, which may be obtained against the Village of Newark growing out of such injury or damage.
19. **CONTRACT ISSUANCE:** Formal award will be made by issuance of purchase order(s) to the winning bidder(s) that incorporate(s) all terms and conditions contained in this RFP.
20. **TERM OF CONTRACT:** It is the intention of the Village to make a one-time purchase via purchase order. The contract shall commence upon the Village’s approval of said purchase order and shall terminate after the products are delivered and accepted, and payment furnished by the Village.
21. **BIDDER’S RIGHT TO A DEBRIEFING:** A debriefing may be requested by any unsuccessful bidder, within a reasonable time frame after the contract award, regarding the reasons that the bid submitted by the unsuccessful bidder was not selected for an award. While a debriefing is typically conducted in person, it may be conducted by video conference, over the phone, or through written summaries, if agreed to by the bidder. During the debriefing, the awarding authority may do one or more of the following:
- a. Limit the discussion to the reasons why the bid was not successful;
 - b. Discuss the reasons why the winning bid(s) was/were selected; and
 - c. Offer advice and guidance to the bidder to improve future bids.

22. VENUE: This agreement will be governed and construed according to the laws of the State of New York. This agreement is performable in the Village of Newark, New York.
23. CHANGE ORDERS: No oral statement of any persons shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing by the Village of Newark.
24. PERFORMANCE STANDARDS: The following performance standards will be used to assess the successful bidder(s)' compliance with the contract requirements:
- a. On-time delivery
 - b. Delivery to specified location
 - c. Products delivered in good condition and/or are not defective
 - d. Inventory delivered matches inventory ordered per the issued purchase order
 - e. Compliance with delivery requirements per Section 7 in this RFP
25. PREVAILING WAGES (if applicable): The Village of Newark, a village in New York State, requires bidder(s) engaged by the Village on public works projects to abide by Articles 8 and 9 of New York State Labor Law concerning Prevailing Wage. Proposals submitted in response to this RFP must include rates which reflect paying the of prevailing wage and supplements (fringe benefits) to all workers, laborers and mechanics who will perform work on the project. The successful bidder(s) shall comply with the State's Prevailing Wage Laws, and all applicable regulations promulgated thereunder. To the extent required by law, the successful bidder(s) shall provide the Village with certified payroll showing the wages paid to laborers, workers and mechanics who perform work on this project.
26. EQUAL OPPORTUNITY EMPLOYER: Bidder(s) agree(s) that, during the term of this agreement, he/she will not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, gender, sexual orientation, disability or any other category protected by law; further, successful bidder(s) will take affirmative steps to insure that applicants and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, gender, sexual orientation, or disability.
27. WORKER'S COMPENSATION INSURANCE: Bidder(s) shall provide evidence of appropriate worker's compensation and disability benefits insurance coverage. The bidder(s) will be required to provide proof of such coverage prior to be awarded the contract. Failure to do so will result in their bid being rejected.
28. EXECUTIVE LAW ARTICLE 15-A (M/WBE & EEO): The Village encourages MWBE participation. The bidders must submit a minority and women-owned business enterprise ("MWBE") utilization plan for the contract if applicable. The New York State directory of certified minority and women-owned firms can be found by accessing the following link: <https://ny.newnycontracts.com/>

29. NEW YORK STATE ENTERPRISES/COMPLIANCE WITH NY STATE Fin. 139-i (2)(b): Information concerning the availability of New York state subcontractors and suppliers is available from the New York state department of economic development, which shall include the directory of certified minority and women-owned businesses, and it is the policy of New York state to encourage the use of New York state subcontractors and suppliers, and to promote the participation of minority and women-owned businesses, where possible, in the procurement of goods and services.
30. TERMINATION FOR DEFAULT: The Village of Newark reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the interest of the Village of Newark in the event of breach or default of the resulting contract award.
31. PROCUREMENT LOBBYING REQUIREMENT: Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Village officials and bidder(s) during the procurement process. The bidder(s) is/are restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the contract by the Village to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the second (2nd) page of this solicitation. Certain findings of non-responsibility can result in rejection for contract award. Further information about these requirements can be found on the NYS Office of General Services (OGS) website:

<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

32. GENERAL REQUIREMENTS:
- a. The bidder(s) agree(s) to adhere to all State and Federal laws and regulations in connection with the contract.
 - b. The bidder(s) agree(s) that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Village.
 - c. For purposes of any contract resulting from this RFP, the Village will not be liable for any expense incurred by the bidder(s) for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the bidder(s).
 - d. The Village's interpretation of specifications shall be final and binding upon the Bidder(s).
 - e. The Village will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
33. RESERVATION OF RIGHTS: The Village reserves the rights to:
- a. Reject any or all proposals in response to the RFP
 - b. Withdraw the RFP at any time, at the agency's sole discretion
 - c. Make an award under the RFP in whole or in part
 - d. Disqualify any bidder whose conduct or proposal fails to conform to the RFP
 - e. Seek clarifications and revisions of proposals
 - f. Amend the RFP prior to bid opening. If there are amendments, the amendments must be publicly advertised. See
 - g. Direct bidders to submit proposal modifications addressing RFP amendments
 - h. Change any of the dates in the RFP
 - i. Eliminate specifications
 - j. Waive requirements that are not material
 - k. Negotiate with the successful bidder for a reduction in price once the contract is awarded
 - l. Conduct negotiations with next responsible bidder should the municipality be unable to come to terms with the selected bidder

- m. Utilize any and all ideas submitted in the proposals
- n. Ensure that every offer is firm and held open for 180 days from the bid opening
- o. Require clarification during the procurement process

Please Note: The Village is not liable for any cost incurred by a bidder(s) in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

34. DISCLOSURE OF NON-RESPONSIBILITY: Bidders shall disclose findings of non-responsibility by the municipality or state government in the previous 4 years where such finding was due to: (a) a violation of section one hundred thirty-nine-j of the State Finance Article, or (b) the intentional provision of false or incomplete information to a governmental entity. See NY State Fin. §139-k. The bidder must also include a certification in its bid that, "all information provided to the procuring governmental entity with respect to the procurement is complete, true and accurate, and each such procurement contract shall contain a provision authorizing the governmental entity to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete." NY State Fin. §139-k.
35. IRAN SACTIONS ACT: Bidder(s) are prohibited from bidding on public projects if they engage in investment activities in Iran's energy sector. See e.g., N.Y. Gen. Mun. Law § 103-g; N.Y. State Fin. Law § 165-a. The bidder must certify that it doesn't invest in such energy activities through the following certification in its bid:
- a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law."
36. WARRANTY: Bidder(s) hereby warrants and represents that products, components or parts specified and furnished by or through bidder(s), whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the contract. Original Equipment Manufacturer (OEM) warranty shall apply from the date of acceptance. During the product warranty period, defects in the materials or workmanship of products, components, or parts specified and furnished by or through the bidder(s), whether specified and furnished individually or as a system, shall be repaired or replaced by bidder(s) at no cost or expense to the Village. Bidder(s) shall extend the product warranty period for individual products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the bidder(s), its agents, officers, subcontractors, distributors, resellers or employees ("extended warranty"). All warranties including in this RFP shall survive the termination of any resulting contract.
37. INSURANCE: Bidder(s) shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits of not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater. The bidder(s) shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.
- a. Insurance Coverages:
 - 1. Workers Compensation coverage in an amount not less than statutory requirements

and Employers Liability Insurance in an amount of not less than:
Bodily injury by accident – \$1,000,000 each accident
Bodily injury by disease – \$1,000,000 policy limit
Bodily injury by disease – \$1,000,000 each employee

2. Commercial General Liability in an amount of not less than three million dollars (\$3,000,000) per occurrence and general aggregate limit for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, (iii) products and completed operations aggregate limit.
3. Auto Liability in an amount of not less than one million dollars (\$1,000,000) per accident. Such insurance shall cover liability arising out of any automobile used in connection with performance under the contract, including owned, leased, hired and non-owned automobiles.

In the event that the Bidder(s) does not own, lease or hire any automobiles used in connection with performance under the Contract, the bidder(s) does not need to obtain Automobile Liability Insurance, but must attest to the fact that the bidder(s) does not own, lease or hire any automobiles used in connection with performance under the contract on a form provided by Realterm Energy US, LP.

4. Property Insurance – Special Form Causes of Loss (aka All Risks Form) to cover bidder(s) personal property, or property considered to be in the care, custody, and control of the Contractor. Bidder(s) may self-insure. Realterm Energy US, L.P. and Village of Newark, New York shall have no responsibility for loss or damage to such property. Bidder(s) waive(s) all claims with respect thereto.
5. Limits/Coverage: In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Bidder(s) to combine an excess/umbrella liability policy with the primary liability policy. If coverage limits are provided through excess/umbrella liability policies, then a schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided with the certificate of insurance. The limits and type of insurance coverage required herein and as required by the terms of any Contract resulting from this Solicitation are minimums only and do not impose a limitation on the scope of the Indemnity, and nothing herein shall preclude the bidder(s) from obtaining higher limits and other forms of insurance as would be appropriate to the bidder(s) operational activities and risks of loss. If the Contractor maintains higher limits than the minimums required herein, RealTerm Energy US, LP and Village of Newark, New York shall be entitled to coverage for the higher limits maintained by the bidder(s); to the extent of bidder(s) Indemnification obligation. Any such insurance maintained by the bidder(s) with limits of liability in excess of the minimum limits of liability required to be maintained by the Contractor shall be primary and non-contributing with any insurance which may be carried by or available to the Realterm Energy US, L.P. and Village of Newark, New York.

b. Insurance Requirements:

1. Primary Coverage: All insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to Realterm Energy US, LP and The Village of Newark, New York, and their respective officers, agents, and employees. Any other insurance maintained by the Realterm Energy US, LP and The

Village of Newark, New York, and their respective officers, agents, and employees shall be excess of and shall not contribute with the bidder(s)' insurance.

2. Additional Insured Status: Realterm Energy US, LP and The Village of Newark, New York and their respective officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage, such as the combination of CG 20 10 04 13 (covering ongoing operations) and CG 20 37 04 13 (covering completed operations)). The Additional Insured Endorsement evidencing such status shall be provided to Realterm Energy US, LP with the certificate of insurance. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable and must be referenced on the certificate of insurance.
 3. A waiver of subrogation is granted in favor of the additional insureds for the required Commercial General Liability and Automobile Liability. The bidder(s) shall also cause to be included in its Property Insurance policy, insuring against loss, damage or destruction by fire or other insured casualty, a waiver of the insurers right of subrogation against Realterm Energy US, LP and The Village of Newark, New York, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if bidder(s) waives or has waived before the casualty, the right of recovery against Realterm Energy US, LP and The Village of Newark, New York or (ii) any other form of permission for the release of Realterm Energy US, LP and The Village of Newark, New York. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable and must be referenced on the certificate of insurance.
 4. Rating: All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In the event such rating is not available, issuing insurers shall maintain equivalent financial strength and size. In addition, companies writing insurance intended to comply with the requirements herein should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York.
 5. Self-Insured Retention/Deductibles: Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$50,000.00 are subject to approval from Realterm Energy US, LP. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Bidder(s) shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. The bidder(s) cannot provide the required insurance through self-insurance.
 6. Notice of Cancellation or Non-Renewal: Policies shall be endorsed to provide that the policy cannot be cancelled or non-renewed with less than thirty (30) days prior written notice to the Realterm Energy US, LP (10 days for non-payment of premium).
- c. Proof of Insurance:
1. At the time of Bid submission: The Bidder shall be required to provide proof of compliance with the requirements of Workers' Compensation and Employer's Liability Insurance.
 2. After award: The bidder(s) shall be required to provide proof of all insurance required herein upon award of a Contract resulting from this Solicitation (before commencement

of Work) and again upon renewal/expiration of each policy of insurance required herein.

Realterm Energy US, LP generally requires bidder(s) to submit only certificates of insurance and additional insured endorsements, although Realterm Energy US, L.P. reserves the right to request other proof of insurance. Bidder(s) are requested to refrain from submitting entire insurance policies, unless specifically requested by Realterm Energy US, L.P. If an entire insurance policy is submitted but not requested, Realterm Energy US, L.P. shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by Realterm Energy US, L.P. does not constitute proof of compliance with the insurance requirements and does not discharge bidder(s) from submitting the requested insurance documentation. The bidder(s) shall be required to provide other proof of insurance documentation 15 calendar days following request from Realterm Energy US, L.P..

Notwithstanding the foregoing, if the bidder(s) shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to Realterm Energy US, L.P., the latter shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

3. Certificates of Insurance. Bidders and bidder(s) shall provide Realterm Energy US, L.P. with a Certificate or Certificates of Insurance outlining the required insurance coverages and requirements, any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation. It should reference this Solicitation and any Contract resulting from this Solicitation by award number. It must be signed by an authorized representative of the referenced insurance carriers. Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

Under no circumstances shall delivery to and inspection by Realterm Energy US, L.P. of any certificates of insurance, or other proof of existence of the coverages, release the bidder(s) of its obligations to maintain insurance in strict compliance with these provisions, relieve the bidder(s) from liability under this Lease or constitute a waiver in favor of the bidder(s) of any of Realterm Energy US, L.P.'s rights.

4. Non-compliance: If, at any time during the term of any contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any contract resulting from this Solicitation, or proof thereof is not provided to Realterm Energy US, L.P., the bidder(s) shall immediately cease work. The bidder(s) shall not resume work until authorized to do so by Realterm Energy US, L.P.. Failure of the bidder(s) to purchase and/or maintain any required insurance shall not relieve them from any liability or indemnification requirements.
5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements herein at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow Realterm Energy US, L.P. and Village of Newark, New York, and their respective officers, agents, and employees, to avail themselves of all remedies available under the Contract or at law or in equity.

6. Subcontractors: Bidder(s) shall require Subcontractors to provide the same indemnification to Realterm Energy US, L.P. and Village of Newark, New York as provided by bidder(s) herein and in any Contract resulting from this Solicitation. Prior to the commencement of any work by a Subcontractor, the bidder(s) shall require such Subcontractor to procure policies of insurance as required herein and as required by the terms of any Contract resulting from this Solicitation (including naming Realterm Energy US, L.P. and The Village of Newark, New York and their respective officers, agents, and employees, as additional insureds via endorsement CG 20 38) and maintain the same in force during the term of any work performed by that Subcontractor. Failure of the Subcontractors to purchase and/or maintain any required insurance shall not relieve them from any liability or indemnification requirements.

2. BID PROPOSAL FORM

RFP # 18-NY-P-0773-F

Clerk/Treasurer
Newark, NY

Name of Bidder: _____

The Village of Newark is soliciting proposals for the purchase and installation of new LED streetlights to replace approximately 1,209 cobrahead and 164 decorative streetlights throughout the Village. The goals are to improve lighting conditions, lower electric costs, reduce lighting maintenance expenses, and reduce energy consumption.

The intent of this RFP is to award a contract to the best value bidder(s) in accordance with the New York State Procurement Guidelines.

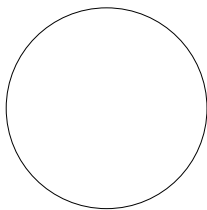
All new LED fixtures are required to meet the design specifications as stated herein. All fixtures provided by the bidder(s) must be Design Lights Consortium (DLC) listed.

Bidder(s) must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Have adequate coverage area that conforms to the requirements of the RFP;
3. Have satisfactory record of performance;
4. Be otherwise qualified and eligible to receive an award.

The Village of Newark may request representation and other information sufficient to determine bidder(s)' ability to meet these minimum standards listed above.

Date: _____



(Corporate Seal)

Firm Name: _____

By:

Signature: _____

Telephone Number: _____

Title: _____

Email Address: _____ **Street Address:** _____

Facsimile Number: _____

3. STATEMENT BY BIDDER

It is understood and agreed that this bid and any contract awarded hereon shall be subject to provisions of Section 103-a and Section 103-g of the General Municipal Law, which provides as follows:

§103-a. Grounds for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a village department, or other village agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

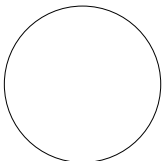
The provisions of this section as in force and effect prior to the first day of September nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

§103-g. The Iran Divestment Act of 2012.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Dated: _____

Firm Name: _____



(Corporate Seal)

By: _____

Signature and Title

RFP # 18-NY-P-0773-F

4. NON-COLLUSIVE BIDDING CERTIFICATION

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

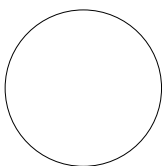
(B) A bid shall not be considered for award nor shall any award be made where (A) (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same item to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of subparagraph (A).

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

This is to affirm, under penalties of perjury, that the above statements are true and correct.

Dated: _____

Firm Name: _____



(Corporate Seal)

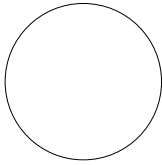
By: _____
Signature and Title

RFP # 17-NY-P-0471-F

5. CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____
(Officer other than officer executing proposal documents) (Title)
of _____ (the "Bidder") a corporation duly organized and in good
(name of bidder)
standing under the _____ named in the
(law under which organized, e.g. the New York Business Corp. Law)
foregoing agreement; that _____ who signed said
(person executing bid proposal) agreement on behalf of the bidder was, at the time of execution of the bidder;
that said agreement was duly signed for and in behalf of said bidder by authority of its Board of Directors,
thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: _____



(Corporate Seal)

By: _____
Signature and Title

STATE OF NEW YORK

SS:

COUNTY OF WAYNE

On this _____ day of _____, 20____, before me personally came _____
_____, to me known, and known to me to be the _____
_____ of the corporation
described in and which executed the above certificate, who being by me duly sworn did depose and say
that he/she resides at _____, and that he/she is
_____ of said corporation and knows the corporate seal of said
corporation; that the seal affixed to the above certificate is such corporate seal and that it was affixed by
order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like
order.

Notary Public

6. EVALUATION OF PROPOSALS

Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the quality requirements will be reviewed in accordance with the comparative evaluation criteria below. Each member of the evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each comparative evaluation criterion.

Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal. After the evaluations are complete, the price proposals will be evaluated and ranked based on total price.

The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal.

Before awarding the contract, the Village may request clarification or additional information from the bidder(s). The Village reserves the right to reject any and all proposals if it determines that the criteria established herein have not been met.

Mandatory Submission Requirements

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the following mandatory requirements shall result in a bidder being declared a Non-Compliant Proposal and will be given no further consideration. The Village may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- Proposal, required signature forms and digital files must be received at the closing location prior to closing date and time.
- Proposal must be in English.
- Any changes on the original proposal should be made in ink and initialed by the person signing the proposal.
- All Addenda must be acknowledged using Appendix E and included in the RFP response. Failure to do so will result in disqualification.
- Inclusion of all point rated requirements as outlined below.

Comparative Evaluation Criteria

The purpose of information requested in this section is to assist the Evaluation Committee in making fair judgments and evaluations regarding the bidder(s) overall qualifications, including its technical abilities, and previous experience. Bidder(s) should respond in writing to each comparative criterion listed in the following sections. Emphasis should be on completeness and clarity of contents.

A **Best Value** approach to product costing will be employed that includes the initial capital costing plus the operating cost of the fixtures. Replacement costs will not be utilized as it is a requirement that all fixtures come with a 10-year warranty and this is being utilized as the product life for the purpose of this analysis. Costing will thus be analyzed in terms of the fixtures' delivered lumens per watt divided by the dollar cost per each fixture put forth by the proponents.

The proposals will be evaluated based on the criteria listed below, and scored as follows: Highly Advantageous (5), Advantageous (3), Not Advantageous (1) and Unacceptable (0).

CRITERIA	(%)
Experience	10
Qualifications and References	5
Energy Savings	10
Lumens Per Watt	15
Product Requirements and Specifications (Appendix A)	35
Ability to Deliver Light Fixtures	15
Ability to Deliver Sample Light Fixtures with proposal	10
Total	100

1) Experience

a) Highly Advantageous:

Manufacturer has Ten (10) or more years of experience in manufacturing streetlight fixtures

b) Advantageous:

Manufacturer has more than five (5) years of experience in manufacturing streetlight fixtures

c) Not Advantageous:

Manufacturer has less than three (3) years of experience in manufacturing streetlight fixtures

d) Unacceptable:

Manufacturer has less than one (1) year of experience in manufacturing streetlight fixtures

2) Qualifications and References (see Appendix B – Reference Form)

a) Highly Advantageous:

For each family of cobra head luminaires being proposed, Manufacturer has five (5) or more completed projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

b) Advantageous:

For each family of cobra head luminaires being proposed, Manufacturer has three (3) or four (4) completed projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

c) Not Advantageous:

For each family of cobra head luminaires being proposed, Manufacturer has less than three (3)

completed projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

d) Unacceptable:

For each family of cobra head luminaires being proposed, Manufacturer completed no projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

For each project include the following information:

1. Installation end date, total number of luminaires supplied, installed, and operating
2. List and contact information of customer

Number of project and references provided shall not exceed five (5). References to be provided per the format provided in Appendix B.

3) Quality Control (Included in Appendix A)

a) Highly Advantageous:

The facility/facilities that manufacture(s) the LED luminaires and associated components are ISO9001 certified or equivalent, indicating quality management systems.

b) Not Advantageous:

The facility/facilities that manufacture(s) the LED luminaires and associated components are not ISO9001 certified or equivalent.

4) Product Origin (Included in Appendix A)

a) Highly Advantageous:

LED products are assembled in North America.

b) Unacceptable:

LED products are not assembled in North America.

5) Energy Savings

a) Highly Advantageous:

Luminaires recommended provide energy savings in Demand (kW) of greater than 60% (in comparison to the existing baseline).

b) Advantageous:

Luminaires recommended provide energy savings in Demand (kW) of more than 50% but less than 60% (in comparison to the existing baseline).

c) Not Advantageous:

Luminaires recommended provide energy savings in Demand (kW) of less than 50% (in comparison to the existing baseline).

6) Lumens Per Watt

a) Highly Advantageous:

Supplier's total package provides an average of 100 or more lumens per watt for the proposed cobrahead LED fixtures and an average of 90 or more lumens per watt for the proposed decorative LED fixtures, if applicable.

b) Advantageous:

Supplier's total package provides an average of 95 to 99 lumens per watt for the proposed cobrahead LED fixtures and an average of 85 to 89 lumens per watt for the proposed decorative LED fixtures if, applicable fixtures.

c) Not Advantageous:

Supplier's total package provides an average up to 94 lumens per watt for the proposed cobrahead LED fixtures and an average up to 84 lumens per watt for the proposed decorative LED fixtures, if applicable fixtures.

7) Product Specifications

a) Highly Advantageous:

More than 95% of the Proposed Luminaires meet or exceed all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Bid Form.

b) Advantageous:

Between 90% and 94% of the Proposed Luminaires meet or exceeds all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Bid Form.

c) Not Advantageous:

Between 75% and 89% and of the Proposed Luminaires meet or exceeds all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Bid Form.

d) Unacceptable:

Less than 75% of the Proposed Luminaires meet or exceeds all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Bid Form.

8) Ability to Deliver Light Fixtures

a) Highly Advantageous:

Supplier can deliver Cobrahead fixtures between 4-6 weeks after of signing contract.

Supplier can deliver Decorative fixtures between 5-7 weeks after of signing contract.

b) Advantageous:

Supplier can deliver Cobrahead fixtures between 7-9 weeks after of signing contract.

Supplier can deliver Decorative fixtures between 8-10 weeks after of signing contract.

c) Not Advantageous:

Supplier can deliver Cobrahead fixtures after 10 or more weeks of signing contract.

Supplier can deliver Decorative fixtures between 11-14 weeks after of signing contract.

9) Ability to Deliver Sample Light Fixtures

a) Highly Advantageous:

Supplier can deliver Cobrahead sample fixtures between 1-2 weeks after submitting bid.

Supplier can deliver Decorative sample fixtures between 2-4 weeks after submitting bid.

b) Advantageous:

Supplier can deliver Cobrahead sample fixtures between 3-5 weeks after submitting bid.

Supplier can deliver Decorative sample fixtures between 5-7 weeks after submitting bid.

c) Not Advantageous:

Supplier can deliver Cobrahead sample fixtures between 6-7 weeks after submitting bid.

Supplier can deliver Decorative sample fixtures between 8-10 weeks after submitting bid.

7. LED PRODUCT SPECIFICATIONS

The following specifications cover the requirements for LED Solid State Luminaires for Street Lighting. Village Owned Roadway Luminaires shall be configured as traditional cobra head style or alternative approved style(s) used in street lighting applications.

All models of fixtures proposed must be available in 3000K at the same price of the 4000K. The Village reserves the right to order fixtures in 4000K for Major Intersections, and Collector Roads and 3000K for local roads and residential areas, independent from the pedestrian activity.

1. Normative References

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

1.1. American National Standards Institute (ANSI):

- 1.1.1. C78.377-2011 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
- 1.1.2. C82.77-2002 (or latest), American National Standard for Harmonic Emission Limits - Related Power Quality Requirements for Lighting Equipment
- 1.1.3. C136.2-2014 (or latest), American National Standard for Roadway and Area Lighting Equipment – Dielectric Withstand and Electrical Immunity Requirements
- 1.1.4. C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment – Locking-Type Photocontrol Devices and Mating Receptacles— Physical and Electrical Interchangeability and Testing
- 1.1.5. C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification
- 1.1.6. C136.22-2004 R2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
- 1.1.7. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
- 1.1.8. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting
- 1.1.9. C136.41-2013 (or latest), American National Standard for Roadway and Area Lighting Equipment—Dimming Control Between an External Locking Type Photocontrol and Ballast or Driver

1.2. American Society for Testing and Materials International (ASTM):

- 1.2.1. B117-11 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
- 1.2.2. D523-08 (or latest), Standard Test Method for Specular Gloss
- 1.2.3. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
- 1.2.4. G154-06 (or latest), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

1.3. ENERGY STAR®:

- 1.3.1. ENERGY STAR TM-21 Calculator, rev. 020712 (or latest, www.energystar.gov/TM-21Calculator)

1.4. European Union (EU):

- 1.4.1. RoHS II Directive 2011/65/EU, on the restriction of the use of certain hazardous substances in electrical and electronic equipment (recast)

- 1.5. Federal Communications Commission (FCC):
 - 1.5.1. 47 CFR Part 15, Telecommunication – Radio Frequency Devices
- 1.6. Federal Trade Commission (FTC):
 - 1.6.1. Complying with the Made in USA Standard, December 1998
(<http://business.ftc.gov/advertising-and-marketing/made-usa>)
 - 1.6.2. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims
- 1.7. Illuminating Engineering Society of North America (IESNA or IES):
 - 1.7.1. LM-50-13 (or latest), IES Approved Method for Photometric Measurement of Roadway and Street Lighting Installations
 - 1.7.2. LM-61-06 (or latest), IESNA Approved Guide for Identifying Operating Factors Influencing Measured Vs. Predicted Performance for Installed Outdoor High Intensity Discharge (HID) Luminaires
 - 1.7.3. LM-63-02 (R2008 or latest), ANSI/IESNA Standard File Format for the Electronic Transfer of Photometric Data and Related Information
 - 1.7.4. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
 - 1.7.5. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
 - 1.7.6. RP-8-00 (or latest), ANSI / IESNA American National Standard Practice for Roadway Lighting
 - 1.7.7. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
 - 1.7.8. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
 - 1.7.9. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources
- 1.8. International Electrotechnical Commission (IEC):
 - 1.8.1. 60929 Annex E, Control Interface for Controllable Ballasts (0-10V)
 - 1.8.2. 62386, Digital Addressable Lighting Interface (DALI)
- 1.9. LED Lighting Facts:
 - 1.9.1. Submission Requirements
(<http://www.lightingfacts.com/About/Content/Manufacturers/SubmissionRequirements>)
- 1.10. Municipal Solid-State Street Lighting Consortium (MSSLC):
 - 1.10.1. Model Specification for Networked Outdoor Lighting Control Systems, V2.0 (or latest)
- 1.11. National Electrical Manufacturers Association (NEMA):
 - 1.11.1. LSD 63-2012, Measurement Methods and Performance Variation for Verification Testing of General Purpose Lamps and Systems
- 1.12. Underwriters Laboratories (UL):
 - 1.12.1. 1598 Third Edition (or latest), Luminaires

2. Related Documents

- 2.1. Appendix A – Product Requirements and Bid Form and conditions of contract (including General requirements, Addendum to the General Conditions, Special Conditions, and all other Contract Documents) apply to the work of this section.
- 2.2. Companion specification for ANSI-compliant photocontrols (Section 10).

3. Definitions

- 3.1. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
- 3.2. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.
- 3.3. Clarification: The term “LED light source(s)” is used herein per IES LM-80 and TM-21 to broadly cover LED package(s), module(s), and array(s).

4. Product Requirements

Luminaires shall satisfy the key criteria summarized in Appendix A – Product Requirements and Bid Form.

4.1. General Requirements

- 4.1.1. Products shall be selected in part on the basis of best value. Provide summary of luminaire attributes that significantly exceed the key criteria and/or detail items that do not satisfy criteria but could be determined to be acceptable.
- 4.1.2. Luminaries must be Design Light Consortium listed and must appear in the DLC Qualified Product list at the time of submission. Respondent must indicate whether LED products are DLC Standard or Premium.
- 4.1.3. Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
- 4.1.4. LED light source(s) and driver(s) shall be RoHS compliant.
- 4.1.5. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- 4.1.6. Luminaire shall accept the voltage or voltage range specified at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
- 4.1.7. All internal components shall be assembled and pre-wired using modular electrical connections.
- 4.1.8. The following shall be in accordance with corresponding sections of ANSI C136.37:
 - 4.1.8.1. Wiring and grounding
 - 4.1.8.2. Terminal blocks for incoming AC lines (electrical mains wires)
 - 4.1.8.3. Photocontrol receptacle
 - 4.1.8.4. Latching and hinging
 - 4.1.8.5. Mounting provisions
 - 4.1.8.6. Ingress protection
- 4.1.9. The luminaire shall have the capability to install a light shield on the house side of the luminaire.

4.2. Thermal management:

- 4.2.1. Luminaire shall start and operate in ambient temperature range specified.

4.3. LED driver, photocontrol receptacle, and control interface:

- 4.3.1. Luminaire designation(s) indicated “ANSI C136.41, 7-pin” in Appendix A – Product Requirements and Bid Form shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, its 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier, as directed by the Village.

4.4. Electrical safety testing:

- 4.4.1. Luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL).
- 4.4.2. Luminaire shall have locality-appropriate governing mark and certification.
- 4.4.3. Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration.

4.5. Electrical immunity:

- 4.5.1. Luminaire shall meet the performance requirements specified in ANSI C136.2 for electrical immunity, using the combination wave test level indicated in Appendix A – Product Requirements and Bid Form. If not specified in the tables, this must be Enhanced (10kV / 5kA).
- 4.5.2. Manufacturer shall indicate on submittal form whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.

4.6. Interference and power quality:

- 4.6.1. Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class B (residential) digital devices.
- 4.6.2. Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across specified voltage range.

4.7. Color attributes:

- 4.7.1. Color Rendering Index (CRI) shall be no less than 70.
 - 4.7.1.1. Nominal Correlated Color Temperature (CCT) shall be as specified in Appendix A – Product Requirements and Bid Form. If submitted nominal CCT is listed in **Error! Reference source not found.** below, measured CCT and Duv shall be as listed in **Error! Reference source not found.**

Table 7.1. Allowable CCT and Duv (adapted from ANSI C78.377)

Manufacturer-Rated Nominal CCT (K)	Allowable IES LM-79 Chromaticity Values	
	Measured CCT (K)	Measured Duv
2700	2580 to 2870	-0.006 to 0.006
3000	2870 to 3220	-0.006 to 0.006
3500	3220 to 3710	-0.005 to 0.007
4000	3710 to 4260	-0.005 to 0.007
4500	4260 to 4746	-0.004 to 0.008
5000	4746 to 5311	-0.004 to 0.008
5700	5312 to 6020	-0.003 to 0.009
6500	6022 to 7040	-0.003 to 0.009

- 4.7.1.2. If submitted nominal CCT is not listed in **Error! Reference source not found.**, measured CCT and Duv shall be as per the criteria for Flexible CCT defined in ANSI C78.377.

4.8. Identification:

- 4.8.1. Luminaire shall have an external label per ANSI C136.15.
- 4.8.2. Luminaire shall have an internal label per ANSI C136.22.

5. Required Submittals

- 5.1. Completed Appendix A – Product Requirements and Bid Form filled in, with a printed and signed copy of the Summary Page. Also to include: the completed Appendix A – Product Requirements Bid Form in digital format (excel format) uploaded to the electronic copy via USB, be submitted as explained in Section 1, Item 12.
 - 5.1.1. Family grouping in accordance with LED Lighting Facts is permitted, provided this is clearly indicated on the submittal form provided, and clearly communicated via a letter that includes detailed calculations relating the tested product(s) to the submitted product.
- 5.2. Product specification sheets for the all proposed Luminaires and Photocells.
- 5.3. IES LM-79 luminaire photometric report(s).
- 5.4. IES files (photometric files).
- 5.5. List of Manufacturer’s references.

6. Quality Assurance

- 6.1. Before approval and purchase, the Village may request luminaire sample(s) identical to product configuration(s) submitted for inspection. In addition, the Village may request IES LM-79 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.
- 6.2. Electrically test fully assembled luminaires before shipment from factory.
- 6.3. After installation, the Village may perform IES LM-50 field measurements to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.
- 6.4. All components must be constructed using new materials.
- 6.5. The facility/facilities that manufacture(s) the LED luminaires and associated components shall be ISO9001 certified or equivalent, indicating quality management systems.

7. Warranty

- 7.1. Warranty shall be of the minimum duration specified in section Appendix A – Product Requirements and Bid Form, and shall cover maintained integrity and functionality of the following
 - 7.1.1. Luminaire housing, wiring, and connections
 - 7.1.2. LED light source(s)
 - 7.1.2.1. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
 - 7.1.3. LED driver(s)
 - 7.1.4. Finish shall have a 10-year limited warranty against cracking, peeling, excessive fading and corrosion defects
- 7.2. Any packaging, shipping and handling costs, to and from the manufacturer, on returned components or luminaires under the warranty shall be at the expense of the supplier for at least the first year.
- 7.3. Fixtures replaced pursuant to a purchase order issued to a successful bidder under this RFP must have a manufacturers’ warranty of ten (10) years from the date of installation and any defective or dysfunctional LED fixture under normal use and service in this period will be replaced at no additional cost to the Village for the fixture.
- 7.4. Extended warranty options, if available, must be priced and outlined within this proposal and bid.

8. Manufacturer Services

- 8.1. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

9. Eligible Manufacturers

- 9.1. Any manufacturer offering products that comply with the required product performance and operation criteria may be considered.

10. Delivery Requirements (Materials)

10.1. Upon receipt of an approved purchase order, the bidder(s) shall arrange for delivery with the designated RTE representative and shall deliver the products according to their submitted lead time(s) specified within the awarded bidder(s) RFP response unless otherwise agreed to by the designated representative. The RTE representative shall provide the bidder(s) with a contact person and phone number to facilitate delivery. Delivery location to be informed at time of purchase order award.

Other delivery requirements include:

- 10.2. All deliveries must be made with tailgate trucks.
- 10.3. Packing slip must be emailed to RTE Project Manager (silviasepulveda@realtermenergy.com) 24-48 hours in advance of delivery. Indicate RTE Project Number and Name in email subject line.
- 10.4. A predelivery call and email must be made 24-48 hours in advance of delivery to schedule a delivery time and tracking number for the shipment must be provided: Silvia Sepulveda: (514) 420-1147 silviasepulveda@realtermenergy.com
- 10.5. Proof of Delivery (POD) must be emailed to RTE on all shipments within 24-hours: proofofdelivery@realtermenergy.com Indicate RTE Project Number and Name in email subject line.

8. EXCEPTIONS SHEET FOR SPECIFICATIONS

List below specific item(s) where bidder(s)' proposal does not meet specification herein and explain why what the bidder is including is equal or better than what is included in the bid specification. Indicate this information in the space below.

9. LONG LIFE PHOTO CONTROLS SPECIFICATIONS

Please note that the Village may opt to install lighting control nodes instead of basic photocells on some or all fixtures.

Minimum requirements

1. Electrical:
 - 1.1. Load Rating: 1,000W/1,800 VA
 - 1.2. 15 Amp relay tested to 15,000 operations at 1,000 watts.
 - 1.3. Operating Temperature -40°C to +70°C - (-40°F to +158°)
 - 1.4. Surge Protection: 40,000 Amps - 640 Joule
 - 1.5. Power Consumption: <0.5 Watts @ 120 V
 - 1.6. Rated 105- 305 VAC for 120, 208, 240 and 277 VAC systems
 - 1.7. Dielectric Strength: Between current carrying parts and metal surfaces
 - 1.8. Frequency: 50/60Hz
 - 1.9. Factory pre-set to "Fail Off"
2. Mechanical:
 - 2.1. Photocell: Silicon light sensor
 - 2.2. Operating Light Levels: Turn-on: 1.5 FC, 1.5:1 Off/On Ratio and/or other options available.
3. Other:
 - 3.1. Must meet or exceed ANSI C136.10
 - 3.2. ROHS compliant
 - 3.3. UL listed to U.S.
4. Warranty:
 - 4.1. 10 years or more.

10. PRICING

Bidder must include and itemize in the bid price every component or sub-component required for the LED fixture replacement lighting to perform satisfactorily as a fully functioning system. Any hardware, cabling, wiring, brackets, batteries, or other parts required for proper operation as a working network of lights must be included in the bid price. If not included in the fixture unit price, Bidder must include the Adaptor/Bracket, etc. model number in Appendix A – Product Requirements and Bid Form and indicate the price.

All product unit prices (i.e. luminaires, brackets, photocell, etc.) submitted on the Appendix A – Product Requirements and Bid Form must include all shipping and handling costs of indicated products to an address within the Village or within close proximities.

Bidder shall identify and price any components that are recommended as “spare” or stocking repair parts or supplies to provide timely repairs for broken equipment, if not covered under fixture warranty. Bidder(s) must identify an authorized provider for installation, repairs, service and warranty.

Appendix A – Product Requirements and Bid Form, includes luminaire types and estimated quantities. These reflects the estimates of the luminaires to be purchased by the Village during the LED conversion project. Estimated quantities will be used for comparison of responses. The quantities, as estimated, may or may not be purchased during the conversion project. The Village reserves the right to exceed or not meet the estimated quantities as its needs dictate. In the event that, as a result of a final audit/inventory/photometric review, new LED products(s) need to be included in the replacement inventory, this will be handled as a change order.

APPENDIX A — PRODUCT REQUIREMENTS AND BID FORM

Please refer to the attached excel sheets in: "Appendix A – Product Requirements and Bid Form"

Appendix D contains the site evaluations performed by the RealTerm Energy team. Appendix D will be released as an addendum. Once released, please refer to the Appendix D to obtain additional information of existing decorative luminaires listed within the Appendix A spreadsheet, tab "DECORATIVES – Streetlights".

APPENDIX B – REFERENCE FORM

Each bidder is required to provide at least three (3) and maximum five (5) references from organizations similar in size and scope to the Purchaser’s for which the bidder(s) has provided the same or similar deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the bidder’s experience and or ability to provide the services required and described in its Proposal by checking the bidder’s references and the provision of the references by the bidder is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the bidder’s scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the bidder’s answers to the rated requirements and the results of the reference check.

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #4

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #5

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

APPENDIX C – SUBMISSION LABEL



BID SUBMISSION
RFP # 18-NY-P-0773-F
(Purchase of LED Streetlight Products)

TO: THE VILLAGE OF NEWARK

Village of Newark
100 East Miller Street
Newark, New York 14513

CLOSING DEADLINE –:00 A.M., APRIL 13, 2018



APPENDIX D – SITE EVALUATION OF THE VILLAGE’S EXISITING DECORATIVE STREETLIGHT FIXTURES

The site evaluation sheets were developed to support the bidders when completing the Appendix A spreadsheet, tab “DECORATIVES – Streetlights”.

Appendix D will be provided in an addendum following release of the RFP documents.

APPENDIX E – ADDENDA ACKNOWLEDGEMENT FORM

The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Name

Title

Date

APPENDIX F – NOTICE OF INTENT TO BID FORM

Reference: RFP # 18-NY-P-0773-F

This is to notify you that it is our present intent to (submit/not submit*) a proposal in response to the above referenced RFP number.

The individual to whom information regarding this RFP should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State & Zip: _____

Phone Number: _____

E-mail Address _____

I / We concur with the proposed contract language as presented in the RFP.

Sincerely,

Signature

Date

Typed Name & Title of Representative

Typed Name of Company

*If declining to bid, please state reason(s) why:

Note: this form is not required to be submitted with bidder's final RFP response.