

**REQUEST FOR PROPOSALS (RFP) FOR
LED STREET & OUTDOOR LIGHTING INSTALLATION
SERVICES**

ON BEHALF OF THE VILLAGE OF NEWARK, NEW YORK

NOTICE TO PROPOSERS

- Agency:** RealTerm Energy US, L.P. (RTE), on behalf of the Village of Newark, NY (the Village).
- Description:** RealTerm Energy, on behalf of the Village of Newark, NY, is inviting service providers and contractors to submit proposals to provide installation services for an estimated fixture quantity as detailed in the bid form.
- The Village seeks to improve lighting conditions, lower electricity costs, reduce lighting maintenance expenses, and reduce energy consumption.
- The successful Proposer(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 using the BuildingConnected software.
- Questions due by date indicated in BuildingConnected
- Email Subject: RFP XXX – “Company Name”
- 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. PROJECT OVERVIEW

a. Project Overview

RealTerm Energy (RTE) has been selected as a consultant to manage a turnkey LED streetlight conversion project on behalf the Village. RTE has completed or is in the process of completing the following tasks/services on behalf of the Village:

1. GIS inventory survey of the existing street and outdoor lighting
2. LED streetlight demonstration project
3. LED fixture selection through photometric design
4. Investment Grade Audit report to summarize the project costs and energy savings
5. Streetlight acquisition from the utility

RTE is inviting service providers and contractors ("Proposer(s)") to submit proposals to provide installation services light-emitting diode (LED) streetlights/outdoor lights in the estimated count depicted on BuildingConnected (the "Project") in accordance with the enclosed technical specifications and requirements and as more fully described in Section 3, "Scope of Work."

b. RTE's Role

RTE uses a customized Esri application ("App") that records the following data for every individual streetlight:

GPS Location (XY coordinates)	Pole Setback
Street Name	Pole Ownership
Data Collection Date	Road Width
Fixture Type	Road Classification
Fixture Wattage	Pedestrian Conflict
Mounting Height	Decorative has Photocell (if applicable)
Arm Length	Decorative Color (If applicable)
Connection Location (overhead or ground)	Visible problems that may affect the project (tree trimming, transformer present, primary wire, high reach, inaccessible by vehicle)
Wire Location	General Comments
Pole Material	

RTE requires that the Proposers use the Esri App (free of charge) utilizing their own smart phone and/or tablets, as it will provide the Proposer(s) with the information on the current infrastructure of the streetlights as well as the information of the new LED luminaires to be installed for each contracted streetlight location. Training will be provided to the Proposers to ensure all personnel understand how to operate / manage the application. More complete details are provided in Section 3. RTE project managers will be verifying the progress of the installation through this application.

c. Scope of Services

The Project primarily consists of the removal of all existing cobrahead and/or decorative HID (High Intensity Discharge) luminaires (including HPS, LPS, MH and MV fixtures) and replacement with LED cobrahead and/or decorative luminaires and photocells and/or wireless controls supplied by RTE, and, as required, supply and installation of any wiring; fuses; fuse holders; and any required arms or other materials. A complete description of the Project's scope of work is detailed in Section 3.

2. INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. 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.
2. The Village reserves the right to consider all bids submitted for a period of forty-five (45) days and no Proposer will be permitted to withdraw his/her bid during the period. The bid will be awarded to the Proposer 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 Proposer 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 Proposer 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.
3. Bids must be accompanied by circulars, brochures, specification sheets and/or samples. Proposer(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.
4. 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.
5. If the Proposer(s) is/are a corporation, the bid shall be signed in its correct corporate name by a duly authorized officer. If the Proposer(s) is/are a partnership, the bid shall be signed in the full name of the partnership by a duly authorized partner. If the Proposer(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.
6. SCOPE OF SERVICES: This request for proposal involves the removal of old HID fixtures and the installation of new cobrahead and decorative LED streetlights and photocells. The successful Proposer(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 project. The successful Proposer(s) must comply with all requirements specified within this RFP.
7. ADDENDA AND INTERPRETATION: No interpretation of the meaning of the specifications or other contract documents will be made to any Proposer verbally. Every request for such interpretation should be made in writing addressed to the Project Manager utilizing the BuildingConnected software. 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 sent through BuildingConnected to the respective Proposers 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 Proposer, and included in the bid submission.
8. BID SUBMISSION:
 - a. Bids are to be submitted electronically through BuildingConnected software
9. LATE PROPOSALS. Proposals received after submission deadline will be considered void and unacceptable.

10. ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.
11. WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Proposer(s) for a period of forty-five (45) days following the date designated for the receipt of proposal, and Proposer(s) so agree upon submittal of their proposal.
12. BID MISTAKES: In the event that a Proposer(s) makes a mistake in their bid and seeks to withdraw the bid based on the mistake, the Proposer(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 Proposer(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 Proposer(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, for which the 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).

13. TIMELINE FOR SOLICITATION AND AWARD: As stated in the BuildingConnected software.
14. SUCCESSFUL PROPOSER(S): The Proposer(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 Proposer(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.
15. CONTRACT ISSUANCE: Formal award will be made by issuance of purchase order(s) to the winning Proposer(s) that incorporate(s) all terms and conditions contained in this RFP.
16. TERM OF CONTRACT: The terms and conditions of this RFP will be incorporated into a formal contract agreement entered into between the RealTerm Energy and the awarded Proposer and may include additional terms and conditions which may not be included in this RFP. This RFP and the awarded Proposer's bid response shall form an integral part of any contract agreement. Proposer shall supply a sample contract with their bid response.
17. PROPOSER'S RIGHT TO A DEBRIEFING: A debriefing may be requested by any unsuccessful Proposer, within a reasonable time frame after the contract award, regarding the reasons that the bid submitted by the unsuccessful Proposer 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 Proposer. 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 Proposer to improve future bids.
18. 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.
19. 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.
20. PREVAILING WAGES (if applicable): The Village of Newark, a village in New York State, requires Proposer(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 of the prevailing wage and supplements (fringe benefits) to all workers, laborers and mechanics who will perform work on the project. The successful Proposer(s) shall comply with the State's Prevailing Wage Laws, and all applicable regulations promulgated thereunder. To the extent required by law, the successful Proposer(s) shall provide the Village with certified payroll showing the wages paid to laborers, workers and mechanics who perform work on this project.
21. Bond Requirements
Proposers are required to disclose their total bonding capacity. Please see the sample "Surety's Letter of Prequalification" provided in Appendix G as a reference of what the Proposers are required to submit within their IQR response.

The awarded Proposer(s) **may be required** to provide the following bonds in the minimum amounts as specified herein on a per project basis. Proposal are required to provide their Bond rates in the Schedule of prices.

- a) **Payment Bond** in the amount of 100% of the total project price guaranteeing to RTE the payments for all labor, materials, and equipment utilized in the completion of the Project under the Contract in the amount of contract award.
- b) **Performance Bond** in the amount of 100% of the total project price guaranteeing to RTE the completion of the contract.

All bonds shall be guaranteed by a Surety licensed to do business in the State of New York.

It is distinctly agreed and understood that any changes in plans and/or specifications for this work, whether such changes increase or decrease the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the Proposer(s).

22. EQUAL OPPORTUNITY EMPLOYER: Proposer(s) agree(s) that, during the term of this agreement, they 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 Proposer(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.
23. WORKER'S COMPENSATION INSURANCE: Proposer(s) shall provide evidence of appropriate worker's compensation and disability benefits insurance coverage. The Proposer(s) will be required to provide proof of such coverage prior to being awarded the contract. Failure to do so will result in their bid being rejected.
24. EXECUTIVE LAW ARTICLE 15-A (M/WBE & EEO): The Village encourages MWBE participation. The Proposers 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/>

25. 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.
26. 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.
27. 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 Proposer(s) during the procurement process. The Proposer(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>

28. GENERAL REQUIREMENTS:

- a. The Proposer(s) agree(s) to adhere to all State and Federal laws and regulations in connection with the contract.
- b. The Proposer(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 Proposer(s) for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Proposer(s).
- d. The Village's interpretation of specifications shall be final and binding upon the Proposer(s).
- e. The Village will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

29. 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 Proposer 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.
- g. Direct Proposers 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 Proposer for a reduction in price once the contract is awarded

- l. Conduct negotiations with next responsible Proposer should the Village be unable to come to terms with the selected Proposer
- 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
- p. Contact directly any respondent pre- and post-contract award to obtain additional pricing for items not covered in the Scope of Work

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

30. **DISCLOSURE OF NON-RESPONSIBILITY:** Proposers shall disclose findings of non-responsibility by the Village 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 Proposer 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.

31. **IRAN SCTIONS ACT:** Proposer(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 Proposer 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 Proposer and each person signing on behalf of any Proposer 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 Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law."

32. **INSURANCE:** Proposer(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 Proposer(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 Proposer(s) does not own, lease or hire any automobiles used in connection with performance under the Contract, the Proposer(s) does not need to obtain Automobile Liability Insurance, but must attest to the fact that the Proposer(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 Proposer(s) personal property, or property considered to be in the care, custody, and control of the Contractor. Proposer(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. Proposer(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 Proposer(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 Proposer(s) from obtaining higher limits and other forms of insurance as would be appropriate to the Proposer(s) operational activities and risks of loss. If the Contactor 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 Proposer(s); to the extent of Proposer(s) indemnification obligation. Any such insurance maintained by the Proposer(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 Proposer(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 Proposer(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 Proposer(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. Proposers and Proposer(s) shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. The Proposer(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 Proposer shall be required to provide proof of compliance with the requirements of Workers' Compensation and Employer's Liability Insurance.
2. After award: The Proposer(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 Proposer(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. Proposer(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 Proposer(s) from submitting the requested insurance documentation. The Proposer(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 Proposer(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. Proposer(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 Proposer(s) of its obligations to maintain insurance in strict compliance with these provisions, relieve the Proposer(s) from liability under this Lease or constitute a waiver in favor of the Proposer(s)' or 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 Proposer(s) shall immediately cease work. The Proposer(s) shall not resume work until authorized to do so by Realterm Energy US, L.P.. Failure of the Proposer(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: Proposer(s) shall require Subcontractors to provide the same indemnification to Realterm Energy US, L.P. and Village of Newark, New York as provided by Proposer(s) herein and in any Contract resulting from this Solicitation. Prior to the commencement of any work by a Subcontractor, the Proposer(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.

3. SCOPE OF WORK

a. Training, Meetings & Standards

- a) Proposer agrees to comply with requirements and attend any required orientation training required by NYSEG prior to commencement of work within their grid. Including, but not limited to, the following NYSEG requirements outlined in Appendix H:
 - o Any personnel that work on such streetlighting systems will be qualified by complying with established regulations and standards associated with the work to be conducted. To identify requirements related to safety or the construction, repair, or maintenance of the streetlighting system, the owner(s) should consult among other documentation, the Occupational Health and Safety Administration ("OSHA") requirements, including but not limited to OSHA 1910.269, "The Electric Power Generation, Transmission, and Distribution" standard, the National Electrical Code (NEC), the National Electric Safety Code (NESC), the New York State Labor Law governing how close workers (qualified) and non-workers (unqualified) can get to energized equipment at primary and/or secondary voltages, and requirements by the New York State Department of Transportation.
- b) Proposer agrees to comply with requirements outlined on the STREET LIGHTING POLE ATTACHMENT AGREEMENT BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND VILLAGE OF NEWARK, NEW YORK
- c) Proposer agrees to comply with requirements and attend any required orientation training required by RTE / the Village prior to commencement of work.
- d) Proposer will comply with the agreed upon demarcation point ruling and ensure the proper staff are working within their qualifications, as per NYSEG regulations.
- e) Proposer will attend the Client Kick-off meeting hosted by the RTE/Village prior to commencement.
- f) Proposer will conduct on-site meetings, as required, with its staff to cover daily and weekly planning and copies of reports shall be submitted to RTE upon request.
- g) Proposer is required to prepare and submit traffic plans to RTE who will review the plans with the Village for work outside of short duration guidelines.
- h) Proposer will maintain a clean and safe work/storage site at all times.

b. Supply of Materials and Equipment

- a) RTE, in collaboration with the Village, will supply the LED luminaires; photocells and/or wireless controls. Proposer will supply any wiring; fuses; fuse holders; and any required arms or other materials.
- b) Supply and Install ownership identification tags on all Energy Only poles. Please refer to Exhibit B of the STREET LIGHTING POLE ATTACHMENT AGREEMENT BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND VILLAGE OF NEWARK, NEW YORK for more details.
- c) Storage shall be provided by the Proposers at its sole cost. RTE, in collaboration with the Village, will coordinate the delivery of luminaires to the storage location indicated by the Proposer. Proposer is responsible for ensuring all components are received in good condition and quantities shipped match the Packing Slip. A scanned copy of all the Packing Slips and Bills of Lading MUST be emailed to RTE immediately after being received. Discrepancies are to be reported in writing immediately
- d) Proposer shall provide sufficient secured storage space to accommodate the delivery of the entire

inventory order.

- e) Proposer must ensure they have all tools and equipment required for the job before the start of the project.
- f) Prior to beginning work on the project, Proposer(s) will submit necessary documents related to mechanical, di-electric and structural inspection of all bucket trucks. RTE and/or the Village reserve the right to request documents at any time during the contracted project and the Proposer(s) agree(s) to provide them promptly.

Proposer(s) is responsible for ensuring the materials they are supplying for the installation are new and of the highest quality, and that materials and installation practices meet all necessary standards applicable to NYSEG / Guidelines and Standards as specified in Appendix B and C.

- g) Proposer(s) is required to provide a manufacturer warranty on all purchased parts.
- h) All purchases by the Proposer(s) shall be outright purchases. Leases, lease-purchases and credit-based purchases are specifically not authorized.

c. Product Deliveries and Inventory Verification / Control

- a) Proposer shall have complete responsibility for the receiving, verification and inventory control of the luminaires and other supplied items from time of delivery acceptance until installation completion. Discrepancies in inventory delivered versus inventory detailed on the packing slip or other delivery document(s) are to be reported to RTE immediately upon receipt. A scanned copy of all the packing slips, bills of lading and other delivery document(s) must be emailed to RTE immediately after being received.
- b) Proposer is responsible to have a representative on site at the storage location on the date of product delivery for receiving and verifying the inventory. The proposer is required to complete the Product Receipt Acknowledgement Form and report it RealTerm Energy within 24 hours of product delivery, unless an alternative time frame has been agreed upon in writing by RealTerm Energy. A copy of the Product Receipt Acknowledgement Form has been included in the bid package.
- c) Proposer(s) is/are responsible for ensuring all components are received in good condition. Proposer(s) agree(s) to assume liability for any stolen, damaged, or lost shipments while in its possession.
- d) RTE, in collaboration with the Village and Proposer(s), will coordinate the delivery of Luminaires. Proposer(s) should expect no deliveries will be made on weekends, holidays or outside the hours of 7am to 4pm.

d. Installation & Disposal / Recycling Services

- a) Proposer(s) will supply labor to remove all existing HID (High Intensity Discharge) luminaires including HPS, LPS, MH and MV fixtures and replace with LED luminaires supplied by RTE.
- b) Proposer(s) will ensure all fixtures are installed per the manufacturers installation instructions.
- c) Proposer(s) will ensure photocell/smart node is tightened and facing north, replace kind for kind.
- d) Proposer(s) is/are responsible for the supply and installation of a fused disconnect at every point of electrical interconnection with NYSEG's distribution system to separate the customer's equipment from NYSEG's system.
- e) Proposer(s) is/are responsible for the supply and installation of light ownership identification tags on every NYSEG pole where a purchased light is mounted.

- f) Proposer(s) is/are responsible for and must obtain recycling certificates for light bulbs that match the quantity of luminaires installed and promptly submit the recycling certificates to RTE without delay.
- g) Proposer(s) shall coordinate the proper environmental disposal of removed fixtures per all federal, state and local requirements. Proposer(s) shall have staff on hand, and sufficient equipment (e.g. such as forklifts and/or pallet jacks) as needed to facilitate proper environmental disposal. Proposer(s) shall provide RTE with documentation demonstrating proper environmental disposal of removed fixtures (per the RTE/Village' satisfaction) at the completion of the project.
- h) Proposer(s) is/are responsible for and must obtain proof of disposal (e.g. receipt of material disposal) for luminaire housing and other components and promptly submit the recycling certificates to RTE.
- i) Proposer(s) will remove all other debris from the job site.
 - o All value obtained from scrap material remains with the Proposer(s), and is intended to be used to cover the recycling costs.
- j) If a new arm/bracket (cobrahead) is required, Proposer(s) shall install the arm in accordance with the appropriate installation standards.
- k) Discrepancies in inventory during or post-installation are the financial responsibility of the Proposer(s).

e. Data Tracking & Reporting

- a) Proposer(s) is/are responsible to and must enter information about each luminaire installed and materials supplied (as directed in the map) into the App as the luminaires are being installed at each location, in real-time and transmitted as quickly as a signal is available. Proposer shall utilize their own handheld Global Positioning System (GPS) devices (smart phones / tablets) during all field installations to track specific characteristics of each installed fixture (minimum of one device per crew is needed). These characteristics will be inputted using a drop-down menu and include: old fixture wattage, old lamp type, voltage, new fixture type, installation status, photocell installation status, issues, a comments section and other data required by RTE / the Village.
- b) To enter the information per luminaire takes about 30 seconds. Data should be uploaded in real time. If connection is not available, RTE will provide alternative strategies.
- c) Proposer(s) is/are responsible and must ensure their staff are using the App and all data is being entered correctly.
- d) Proposer(s) is/are responsible to verify daily, that the data entered into the App is correct and if necessary notify RTE of problems immediately so the data can be corrected.
- e) Proposer must submit its manually counted number of luminaires installed on a daily basis prior to 8:30 am the following business day via e-mail (broken out by fixture wattage and distribution).
- f) Proposer(s) is/are responsible to provide a weekly report of luminaires installed, via e-mail on the first business day of the following week (broken out by fixture wattage and distribution).

NOTE: Failure to comply may result in termination of your contract and any costs associated with correcting data will be deducted from your invoice.

- g) Proposer(s) shall identify any uncaptured luminaires not on the installation map and tag them using the App and report them to RTE.

NOTE: At no time should luminaires be installed if they are not indicated on the installation map. Only after RTE/Village approval is issued and a luminaire is supplied by the Village, can an

uncaptured location be installed. Failure to follow this requirement will result in Proposer removing the incorrectly installed luminaire and re-installing the old luminaire at the Proposer(s') expense. Additionally, if field conditions differ substantially from the agreed upon scope of work, no work outside of the scope work should be done until approved by RTE. Any unauthorized work shall be at the sole cost of the Proposer(s).

- h) Proposer(s) shall immediately report and document any and all unsafe conditions or incidents, including accidents.
- i) Proposer(s) will report and map, using the App, any luminaire that is situated within a restricted work zone and requires utility or high voltage crews for installation (i.e. located within the restricted zone, etc.), if they are not indicated on the map. Proposer will immediately notify RTE at the end of each day of their findings. RTE/Village approval will be issued for this work if the locations are not previously identified. If testing for live voltage fails to produce an accurate reading, Proposer(s) shall verify and document, through the use of the provided GPS data collection devices, the voltage via data on the nameplates of each existing HPS and/or LPS and/or Mercury Vapor fixture at each location prior to LED fixture installation.

f. Schedule

- a) Upon award, Proposer(s) and RTE, in collaboration with the Village will set a firm installation schedule.
- b) Proposer(s) is/are responsible to adhere to an agreed upon installation schedule. If in the sole opinion of RTE / the Village, the Project is deemed to be behind schedule, the Proposer(s) will immediately produce and submit a recovery plan that demonstrates, to the satisfaction of RTE and the Village, the work will be completed on time. Such recovery plan must be submitted within 48-hours of request.

g. Permits

- a) Proposer(s) shall apply and pay when applicable for all permits prior to commencement of work (if applicable). The cost for all such permits shall be included in the Proposer(s') proposal, and the Proposer(s) shall make no claim to the Village for reimbursement at a later date for costs not included in their bid proposal

h. Flagging and Police Detail Services

- a) Flagging services, where required per local/state regulations, shall be the responsibility of the Proposer(s) and included in the Proposer(s') pricing.
- b) Prior to the installation phase, the parties will discuss a general plan of police detail requirements. The Proposer(s) shall apply for and coordinate any municipal required police details. The Proposer(s) agree to be invoiced directly for police detail services; the cost of which shall be reimbursed by RTE. The Proposer(s) shall not add any profit margin or mark-up to any police detail costs to be reimbursed by RTE.

i. Workmanship & Warranty

- a) Proposer shall Warranty, in writing, all work carried out against defects in workmanship and materials in accordance with the Scope of Work for a period not to exceed one (1) year, commencing upon the last date of installation of each respective project.
- b) Proposer agrees to repair and replace faulty work, which becomes evident during the warranty period and within 7 days of notification or discovery of defect.

- c) All repairs shall be carried out at Proposer(s') sole cost.
- d) Defects may include, but are not limited to: workmanship involving the installation of all materials (fuse, fuse holder and/or wire) affecting the performance of the lighting system.

Proposer(s) shall provide pricing for service calls not covered under this section. *See Bid Form – "Warranty Period Service Calls not related to Workmanship & Warranty".*

NOTE: RTE will be verifying the quality of Proposer(s') workmanship and reported materials used through a third-party quality assurance professional.

j. Change orders and adjustments

- a) RTE is the only party authorized to approve change orders and are not obligated to pay for change orders that are not approved in writing by RTE. Any modifications done by the proponent without written confirmation from RTE will be at the sole expense of the Proposer(s).

k. Project Closeout Procedures

- a) RTE will inspect the work and identify defects and deficiencies, which the Proposer(s) will correct as directed at their sole expense.
- b) The following documents must be submitted to RTE for the project close out.
 - i) Written Workmanship Warranty (Proposer(s) to provide this document) must be provided to RTE at time of contract signing.
 - ii) Proposer(s) shall provide the following documentation to the RTE project manager:
 - Inspection certificate(s) emailed immediately upon receipt
 - Recycling certificate for existing light bulbs (quantities on all certificates must match the quantities provided by RTE) emailed immediately upon receipt
 - Proof of disposal (e.g. receipt for material disposal) for the existing luminaire housings emailed immediately upon receipt
 - Proof of disposal (e.g. receipt for material disposal) for the existing luminaire ballasts emailed immediately upon receipt
 - iii) Data entered in App must match Proposer(s') invoices as a condition for payment; i.e. wiring, misc. electrical supplies.
- c) RTE has specific invoicing procedures that must be followed. They will be provided along with the contract or in advance, if requested.

NOTE: Failure to comply with this requirement will cause your invoice to be rejected and resubmitted.

l. Payment

- a) Proposer(s) shall submit invoices simultaneously to RTE and the Village. The Village will make payment to Vendors within 30 days of approval of a vendor invoice.

4. PRICING REQUIREMENTS

- a) Prices are for completed work, supplied and installed in accordance with the requirements outlined in this RFP, and shall include all labor, materials supplied by the Proposer(s), data entry and reporting, construction equipment, transportation, general clean-up and disposal, small tools, and all other incidentals.
- b) Prices shall take into account the cost of performing the work under all seasonal, weather and ground conditions.
- c) All costs shall be included in the bid form, unless otherwise specified, and no extras shall be considered for these tasks.
- d) Proposer(s) agree(s) that pricing shall remain in effect for a one (1) year period from time of bid closure and may be used to calculate the cost of additional work or the credits for deleted work under the contract.
- e) RTE reserves the right to negotiate prices for additional work or credits for deleted work regardless of the prices submitted.
- f) Extras for coordination time/conflicts, delays and errors will not be considered.
- g) Proposer(s) must designate a point of contact in their company that RTE can speak with about pricing and subsequent invoicing.

5. QUALIFICATION REQUIREMENTS

a. Performance Capabilities

Proposer(s) must:

- a) Be capable of assessing the condition of the infrastructure and act in accordance with the guidelines provided by RTE to achieve a high-quality installation.
- b) Only employ licensed and qualified staff to perform the work, which includes the use of Qualified Electrical Workers as defined by Occupational Safety and Health Administration (OSHA) 1910.269.
- c) Understand and have working knowledge of all local electricity standards and procedures for traffic plan safety.
- d) Apply and obtain all necessarily local / State electrical permits and other licenses to perform the work. Proposer is responsible to pay all necessary fees associated with this requirement.
- e) Provide a copy of the electrical contractor certificate.
- f) Provide a list of known tradespersons to be involved in the installation, complete with their college of trades / or applicable licensing agency certificate number and copy of electrician's license, including apprentice/journeyman/helper workers.
- g) Comply with all, NYSEG requirements, including but not limited to fusing requirements.
- h) Be approved to work within the NYSEG grid prior to contract signing.
- i) Time of performance is critical to this RFP. Proposer(s) must indicate to RTE their capacity to perform the installation within in the timeframe detailed in this document.
- j) Be licensed to transact business in the State of New York by the Bureau of Corporations and the local town and/or municipality where the Project work will be performed.

b. Experience and References

Proposer(s) must demonstrate competency in the business of providing the goods and/or services specified in this RFP by meeting the minimum qualifications conformance with outlined in the following criteria:

- a. References:
 - i) Proposers must provide a minimum of 2 to a maximum of 5 references for ongoing projects and/or completed projects within the last 2 years of the same or similar scope of work as the Project described herein. Proposer(s) are required to submit their references using Appendix B
- b. Provision of the specified goods and/or services is consistent with normal lines of business.
- c. Receive favorable ratings from references.

6. STATEMENT BY PROPOSER

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.

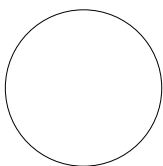
The provisions of this section as in force and effect prior to the first day of September nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September,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

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

By submission of this bid, each Proposer and each person signing on behalf of any Proposer 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 Proposer 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

7. NON-COLLUSIVE BIDDING CERTIFICATION

(A) By submission of this bid, each Proposer and each person signing on behalf of any Proposer 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 Proposer 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 Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

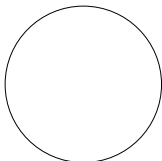
(B) A bid shall not be considered for award nor shall any award be made where (A) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the bid a signed statement 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 Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) 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 Proposer 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 Proposer, 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: _____



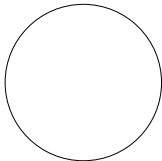
(Corporate Seal)

By: _____
Signature and Title

8. CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____
(Officer other than officer executing proposal documents) (Title)
of _____ (the "Proposer"), a corporation duly organized and in good
(name of Proposer)
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 Proposer was, at the time of execution of the
Proposer; that said agreement was duly signed for and in behalf of said Proposer 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

COUNTY OF _____

SS:

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

9. EVALUATION OF PROPOSALS

a. Evaluation

Proposals will be checked against the Evaluation criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the mandatory criteria, it shall remain RTE/the Village sole discretion to evaluate submissions and reject all or award to the Proposer with the highest overall ranking.

b. Evaluation Criteria

The Proposer(s) RFP responses shall be evaluated using the following criteria.

- a) Company profile, experience, and references (15%):
 - i) Company profile including but not limited to corporate strengths, company/project history, and number of years in business
 - ii) Summary of experience providing comparable services over the last two (2) years.
 - iii) A list of team members including the manager whom the Proposer(s) has/have appointed to lead the Proponent's project team and who will be the main contact for RTE, and a description of each persons' role in the project, experience, qualifications and roles/responsibilities on similar projects.
 - iv) Bio and qualification for any additional team members if required that may be part of the project team.
 - v) Information regarding any affiliates or subconsultant(s) and a statement of their responsibilities, experience and expected involvement.
 - vi) Positive references for ongoing projects and/or completed projects within the last 2 years of the same or similar scope of work as the Project described herein (minimum of 2 to a maximum of 5 references).
- b) Proposer qualification requirements (40%):
 - i) A statement that the Proposer(s) currently complies or agrees to comply at the beginning of the project installation of all the performance capability requirements outlined in Section 6 "Qualification Requirements". In addition, Proposer(s) must submit information/documentation confirming compliance with criteria, as outlined in Section 9, "Proposal Form"
- c) Project Schedule and Geographical Coverage (20%):
 - i) A statement and proposed approach to meeting the schedule realistically
 - ii) Proposer(s) must submit information/documentation to support that sufficient resources to complete the Project will be used.
 - iii) Any special issues or problems you foresee and how Proposer(s) would, if awarded, deal with them.
 - iv) Project Schedule shall refer to:
 - A detailed schedule of the proposed start and end date of the Project. A clear description of all tasks proposed to fulfil the Project.
 - A schedule of when anticipated meetings will be required with Village/RTE staff.
 - Additional consideration will be given to value added services over and above the requirements noted in this RFP, which may include: A statement of geographical coverage to perform work within the NYSEG service territory.
- d) Pricing (25%)
- e) Other value adds (5% bonus):
 - i) Identification of any opportunities to expand the Scope of Work that add value to the project but are not included in the Scope of Work.

- ii) Description of any specialized method or technological means that you may have at your disposal to ensure this project is successful.

c. Evaluation Criteria Weighting

	Criteria	Weight
1.	Company Profile, Team Experience, and References	15%
2.	Qualification Requirements	40%
3.	Project Schedule and Geographical Coverage	20%
4.	Pricing	25%
5.	Other Value Adds (bonus)	5%

APPENDIX A: LABOR AND PRODUCT SPECIFICATIONS

RTE is looking to purchase the installation of street- and outdoor- lights as per the counts depicted in the BuildingConnected Bid Form. The Proposer(s) must furnish all equipment and accessories usually considered to be standard for the type of equipment specified.

The below section contains more details of the Scope of Work concerning Installation, to aid the Proposer(s) submitting a proposal to better understand the work required under this task.

Materials Supplied by the RTE

LED luminaires and photocells/smart controls

Materials Supplied by the Proposer(s)

The below list summarizes the typical products that Proposer(s) will be supplying and installing. **As part of the submission, Proposer(s) must provide copy of specification sheets of the materials used as the basis of the prices submitted.**

Fuse and Fuse Holders:

Fuse: Material approved by NYSEG

Fuse Holder: Material approved by NYSEG

Wires

Riser Wires: Material approved by NYSEG

Crimps: Material approved by NYSEG

TAPERED ELLIPTICAL ALUMINUM ARM

- Tapered Elliptical Aluminum Arm Lengths:
 - 4 feet - Material approved by NYSEG
 - 6 feet - Material approved by NYSEG
 - 8 feet - Material approved by NYSEG
 - 10 feet - Material approved by NYSEG
 - 12 feet - Material approved by NYSEG

APPENDIX B – REFERENCE FORM

Each Proposer 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 Proposer(s) has provided the same or similar deliverables within the past three (3) years.

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

The Purchaser reserves the right to revisit the Proposer(s') scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proposer(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 D – 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 – FORM B – LABOR HARMONY AND OSHA TRAINING CERTIFICATIONS

I hereby certify under the penalties of perjury that the Proposer(s) meet(s) or exceeds the following requirements:

- (1) The Proposer(s) is/are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;
- (2) All employees to be employed at the worksite by the Proposer(s) will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successfully completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this RFP by the Proposer(s) have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

For the Proposer(s):

X_____

Name:_____

Title:_____

Date:_____

APPENDIX G – SURETY’S LETTER OF PREQUALIFICATION (SAMPLE)

To:	
From:	
Proposer:	
Project:	

We understand the captioned Proposer wishes to bid on the above project.

_____ has been engaged in the surety program of _____ since _____, during which time we have underwritten bonds for single projects of \$ _____ and providing an overall surety program of \$ _____.

Should the captioned project be awarded to and accepted by _____, we are prepared to provide the required contract bonds at our client’s request (100% performance bond and a 100% payment bond).

This letter is not an assumption of liability and furthermore it should be understood that any arrangement for bonds is strictly a matter between _____ and _____.

Our decision to extend the required suretyship will be based on our underwriting of the contractor and project documents at the time of formal tenders. This letter is not an assumption of liability and furthermore it should be understood that any arrangement for bonds is strictly a matter between _____ and _____.

Dated this 7 March 2019.

APPENDIX H – NYSEG RELATED DOCUMENTS

- **STREET LIGHTING POLE ATTACHMENT AGREEMENT BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND VILLAGE OF NEWARK, NEW YORK**
- **NYSEG P.S.C. No. 121 – ELECTRICITY (Leaf 61)**