

CITY OF EAST PROVIDENCE SCOPE OF WORK STREET LIGHT CONVERSION AND MAINTENANCE REQUEST FOR PROPOSAL EP20/21-16 BID OPENING FRIDAY, JUNE 18, 2021 AT 11:00 AM

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1. General Scope of Work

Please note that the City reserves the right to make changes related to the wattages, control options, maintenance count, etc. based on requirements around how streetlights on state roads will need to be transferred to RIDOT.

The City of East Providence ("the City") is seeking Proposals from qualified contractors ("Contractor(s)" or "Vendor(s)") to provide turnkey projects to:

- 1) provide pre-LED conversion streetlight maintenance,
- 2) convert existing municipally-owned streetlights to LED
- 3) purchase and install streetlight controls, and
- 4) provide warranty and non-warranty maintenance services following the conversion.

LED conversion project elements include developing a lighting design (including the recommendation of equipment options for the LED conversion and equipment options for controls), installing lighting samples in the City for review and approval (pilot program), removing and disposing of the existing luminaires and/or ancillary fixtures, installing City-approved LED luminaires, installing in-line fuse disconnects, installing streetlight controls, labeling streetlight poles, as appropriate, retrofitting and/or replacing post top fixtures as required, installing or repairing posts and poles as required, providing an updated streetlight inventory, supplying GPS fixture location and inventory data to the City, and applying for available rebates and incentives. Conversion also includes routine maintenance during the first year where labor and materials are fully warrantied.

Note that the City is "brand neutral" and has not identified a particular LED fixture product or streetlight control option as being the product of choice. The Vendor is expected to provide information to support their selection in sufficient detail so that the City may make informed choices accordingly. On the Bid Form, Vendors may propose two options. Vendor's preferred option is to be expressed as Option # 1. See the Bid Form for additional information.

The costs associated with hosting and maintaining controls network(s) are to be included in the Bid. For each controls option, please provide the annual base cost per unit. See price proposal form for more details. The City retains the option to optimize product selection(s) with the selected contractor(s) or other service providers for these services.

The value of any incentives or rebates from National Grid and the Rhode Island Office of Energy Resources (OER) for the LED conversion may remain with the City or with the awarded vendor to reduce first cost, to be determined by the City. As such, all pricing must reflect the full price of the project. Labor cost is to be included in the per unit pricing. The selected Contractor will be responsible for completing the necessary applications and supporting documentation to capture any incentives, rebates, etc., applying to National Grid and/or OER accordingly, and following up as needed until incentives are received.

The Bidder shall prepare an estimate of the energy and demand (kWh and KW) savings. The Bidder shall calculate energy and demand savings and incentives based on the National Grid tariff, comparing rated

wattage of the existing fixture and the rated wattage of the proposed fixture, running on a dusk to dawn schedule (4175 running hours annually). Expectations for dimmed operations should not be included.

Note: Since the City has not made final decisions about dimming schedules, this methodology will allow for simple review and a level field for evaluating bids. The City recognizes that actual costs and savings will be impacted by the RI S05 Tariff, controls selection, adopted dimming schedules and other factors some of which will be decided after contract award.

Maintenance services will include all services necessary to keep the streetlights in good and proper working condition including warranty work, routine repairs, emergency repairs, reporting, and coordination activities and call center operations. Similar maintenance on decorative lights as well as other incidentals are also included as part of this RFP – see the Price Proposal Forms for additional information.

The City may select the same Contractor or different Contractors, for the various Bid Items within this RFP based on the evaluation processes and in accordance with their best interests as described herein.

Prospective firms must provide a complete response addressing all the requirements of this RFP.

2. Detailed Scope of Work

All of the requirements herein (as applicable) shall apply to the following specific Scope of Work (Bid) Items. State of RI prevailing wage rates will apply to all labor activities associated with each Bid Item. Bid pricing for materials shall not include sales tax.

- **Item 1:** Pre-LED conversion streetlight maintenance, including:
 - a. Unit per-pole pricing for routine maintenance as described herein;
 - b. Time and materials labor rates for routine maintenance and emergency maintenance as described herein;
- Item 2: LED conversion, including all fixtures, hardware, equipment, fused disconnects, confirming inventory, basic lighting design, pilot program, ensuring proper operations of each streetlight, incidentals necessary for a complete turnkey project, call center operations, and year 1 maintenance services. Each bidder must submit two equipment options as described herein. First year warranty and routine maintenance pricing is included within this Bid Item.
- Item 3: Streetlight Controls purchase, installation, commissioning, and training for the control system. Each bidder must submit two (2) control system options as described herein. The Bid shall include the initial (one-time) installation costs for the streetlight control software platform and separately, shall include on-going service fees such as internet-hosting costs or data plans.

Item 4: Post-LED conversion streetlight maintenance (years 2-5), including:

- a. Monthly per-pole pricing for routine, non-warranty services;
- b. Time and materials pricing for routine, non-warranty services;
- c. Labor and material costs for emergency services.

Note: The first-year post-conversion maintenance costs, while labor and material warranties are in effect, are to be included within the conversion bid prices.

Item 5: GIS Lighting Survey - Audit the City's streetlight inventory, before streetlight conversion to create a clean dataset of the existing fixtures and conditions. Create a GIS interchange data set suitable for use with various online GIS systems such as Google Maps, ARC GIS, Map Info etc.

2.01 General and Technical Requirements

All data regarding the streetlights is based on data provided by National Grid; and is to be verified as part of this project. The City is not responsible for inaccuracies in the original National Grid inventory.

The basis for each bid shall be the inventories in the price proposals. The number of fixtures and associated wattages shown should be considered estimates only; the Price Proposal Forms are set up on a unit price basis, and the prices offered by each Contractor shall be used to adjust for any discrepancies that may be found between the National Grid and/or Municipal inventories and the actual conditions found in the field by the Contractor.

The Contractor(s) shall comply with applicable environmental laws and regulations regarding handling of hazardous substances and shall take appropriate measures to ensure the safe handling of such substances as Contractor(s) may encounter in the performance of the approved Contract(s).

The project will be "No Waste", i.e. all equipment will be removed and properly recycled in accordance with all applicable laws and regulations. All disposal costs shall be borne by the Contractor. The Contractor will provide copies of disposal lading documentation to the City and will keep copies on file as required by law.

2.02 Contractor Minimum Qualifications

Prospective firms submitting proposals shall submit at least 5 references of similar projects in the area of streetlight conversion, management and maintenance services. Anyone working above the communication space on utility poles or within electric distribution enclosures shall be electrically qualified as defined by OSHA 1910.269 (hereinafter "Qualified Electrical Worker"). *Customer personnel or Qualified Electrical Workers are never allowed to enter a Company manhole, hand hole, or other enclosed electrical equipment for any reason without the Company's safety supervision personnel being present on site and overseeing said work.*

By submitting a Proposal, the Contractor is certifying that all electricians who would perform work under the Agreement are Qualified Electrical Workers as described above. Contractor must abide by any and all requirements set forth in Appendix B - National Grid's Customer-Owned Streetlight Equipment Standards.

2.03 Purchase and Storage of Goods and Materials

The Contractor shall supply and install LED luminaires approved for the specific road classification and/or application. The Contractor shall also supply controls, luminaire arms (where necessary), in-line fused disconnects (see Appendices A and B), other fuses as required, daily report forms, wiring, and any other materials required to complete the work outlined herein.

The Contractor shall maintain an inventory or have readily available a supply/supplier of luminaires, network controls, or other parts that are routinely used for warranty and non-warranty repairs in order to perform these repairs in accordance with the maintenance response times defined herein. Storage of the parts inventory shall be the responsibility of the Contractor.

The City will provide (at no cost) a central staging area where LED luminaires and other materials may be delivered, stored, picked-up and prepared for installations. Contractors may also deposit the removed luminaires and materials into contractor-provided storage bins at the staging site. Additional staging areas may be provided by the City, based on the location of individual work areas throughout the duration of the project. The Contractor shall have reasonable access to the stored goods and materials. Details about the hours of access will be finalized after the Contractor is selected. Alternatively, the Contractor may provide staging areas at his/her own expense.

2.04 Responsibilities of the Contractor during LED Conversion – Scope of Work Bid Items 2, 3, and 5

The selected Contractor(s) shall provide all labor, equipment, materials, permits and incidental work necessary to completely remove and properly dispose of the existing luminaires and replace them with new LED luminaires with streetlight controls, if said controls are approved by the City. This work will be performed on streetlights listed in the attached streetlight inventories, which is to be verified and updated as part of the project (as noted herein). Additional streetlight and/or decorative fixtures may be added or removed after the acceptance of a final design plan only by an approved change order from the municipality, as noted in the Proposal Terms and Conditions.

Bids shall not include assumptions about lighting design. Decisions regarding appropriate light outputs and dimming criteria will be determined in coordination with the awarded Contractor.

Work will be scheduled on a block-by-block basis in geographic succession using maps provided by the Contractor that will depict the replacement schedule by area. Scheduling is subject to approval by the City's Project Manager, or designee. The Contractor will provide maps and database listings, utilizing the streetlight inventory, of the pole locations where the Contractor will be performing LED replacements.

The Contractor shall use handheld GPS devices to verify and\or update the streetlight coordinates and maps as needed (such as Trimble or other equivalent device as approved by the City) for the duration of the Contract. The Contractor will be responsible to create information sheets on each pole, fixture, and control with location data. This information shall be provided to the City for processing and incorporation into their mapping database. GIS mapping will be the responsibility of the City, unless the optional task 5 is awarded.

The Contractor shall complete project reports described herein and will meet all applicable federal, state, utility, and municipal rules, regulations, and requirements.

<u>**Pilot Program**</u> – the pilot program involves installing 8-10 sample light fixtures and control nodes (as applicable) at the site of the City's choosing, at no cost. The pilot serves to confirm and approve fixture wattages which should be closely considered depending on the controls strategy that is chosen. For example, if simple photocells are to be used, the specified wattages may be too bright. The vendor is responsible to advise the City and verify the wattages with the City prior to ordering any product for installation. The pilot program should be representative of the exact fixtures, wattages, and controls that will be installed during LED conversion as agreed to by the City.

LED Fixture Installation - The work involves removing an existing luminaire and photocell, repairing or adjusting a streetlight arm, and (replacing) wiring as necessary, installing a new LED luminaire, wireless streetlight control as appropriate, and a fuse block while repeating the process until all of the identified luminaires are replaced.

All LED luminaires will be installed according to the manufacturer's instructions. After replacing the existing luminaire with the new LED luminaires, the Contractor will test and confirm proper operation of the streetlights and controls, if included. Work also includes, but may not be limited to:

- a. Coordinate and schedule any needed power disconnections and reconnections with National Grid, such as defective wire from the fuse block to the NGRID wire connection on the secondary (triplex) wiring loop, as appropriate.
- b. Coordinate traffic control with the City as necessary.
- c. Identify the pole location and verify map and pole number; update database with equipment installed, date, latitude and longitude for GPS coordinates, IP addresses, and other information, as needed. Provide this data in a file format suitable to common GIS software and the City's requirements, such as ESRI ArcMap, as well as Microsoft Excel.
 - If luminaire arm is missing or defective, make a note and report to municipal representative and skip to the next location.
 - If a luminaire is on a utility pole but not on the inventory list, report to the municipal representative and perform the conversion as approved, then make a note in the inventory.
- d. Affix appropriate Ownership Identification Label (to be provided by the Contractor) prior to installation in accordance with National Grid requirements.
- e. Prepare LED luminaire and control for installation. Scan LED luminaire bar code. Ensure that each fixture and control work as intended. If a networked system, also confirm that each control can be seen on the software at the time of installation.
- f. Perform safety check:
 - Check the secondary power lines (triplex) to determine the best approach for the luminaire and luminaire arm installation.
 - Check tree/vegetation. If tree /vegetation is obstructing the streetlight, trim branches as necessary to complete the installation; note work done in daily report form.

- Check utility supply wire to the streetlight ensuring the drip loop is not touching any other wires or equipment. If touching other equipment, make adjustment if necessary; note work done in daily report form.
- g. Check luminaire arm for structural integrity and perform routine\minor maintenance tasks (i.e., if bolts are loose, tighten the bolts). If luminaire arm and/or wind rod is damaged or non-repairable make a note to report to appropriate municipal representative and skip to the next location.
- h. Check line voltage to the luminaire; update database if necessary.
- i. Complete installations of fused disconnect devices as described below and per instructions below and in Appendices A and B.
 - Install inline fused disconnect and cover on streetlight-only pole if power is fed overhead.
 - Install inline fused disconnect and cover in underground streetlight-only pole hand hole or in junction box, following approval and under supervision of the Utility.
- j. Install LED luminaire and Controls as specified in Contract.
- k. Confirm successful operation of the luminaire and control.
- 1. Note wattage of removed luminaire and LED replacement model, as well as pole number and street name for each. Prepare and store removed luminaire for recycling.
- m. Utilize a main vehicle (a properly equipped bucket truck) equipped with Type D Arrow Board for mobile operation.
- n. Comply with applicable environmental laws and regulations regarding handling of hazardous substances and take appropriate measures to ensure the safe handling of such materials as may be encountered in the performance of the Contract.
- o. Recycle all materials such as old luminaires, paint, paint brushes and other materials responsibly. Provide required lading documentation.

Contractor may propose additional work for the City's consideration.

<u>Electric System Separation</u> - The Contractor will be responsible for creating a physical electrical separation between National Grid's secondary conductors and the municipal-owned street and area light conductors. This fused disconnect device is required to be installed at the time of conversion to LED on Utility-owned poles.

The separation is accomplished by installing a fused disconnect device (e.g., an in-line fuse holder capable of utilizing a midget cartridge style fuse on every street and area light supply located as near as possible to the connection to the National Grid-owned secondary conductors). National Grid will permit the City to install the disconnect devices on existing streetlight locations in an energized condition using Qualified Electrical Workers, which will include the disconnecting of the existing energized supply conductor source to the streetlight luminaire. The Contractor shall design his\her Work Plan such that this activity should not require a visit from National Grid to de-energize or re-energize the streetlight source at the service connection.

The purpose of the fused disconnect device, in addition to providing electrical protection, is to serve as a disconnect point for the municipally-owned streetlight. Once installed, the City's Qualified Electrical Workers may disconnect or reconnect a customer-owned streetlight(s) using the fuse device to perform maintenance or other equipment per Narragansett Electric Co. (National Grid) Guidelines for Customer-Owned Street Lighting Installation and Maintenance Replacement (Appendix A).

For underground customer circuit applications, the Contractor shall locate the disconnect device within an enclosure installed and owned by the municipality and located in close proximity to the designated service connection location within the enclosed National Grid facility. However, at a minimum for existing streetlight installations only, the disconnect device can be located within the base of the first streetlight standard closest to the circuit's service connection.

If it is found that the existing streetlight conductors are defective, corroded, or burned, or the circuits are insufficient, National Grid will allow the Qualified Electrician to install a #10 AWG wire of sufficient length, and will allow the municipality to make the permanent connections to National Grid's secondary wiring loop using the appropriate material and sized connectors, per the National Grid's Customer-Owned Streetlight Equipment Standards (Appendix B).

Traffic Controls - The Contractor shall submit a traffic control plan for approval by the municipality prior to authorization to proceed with the work. The traffic control plan shall stipulate the streets where police are required for traffic control at work zones due to traffic volume and/or safety concerns.

The Contractor shall provide and maintain such signs, barricades and warning lights as are necessary to warn and protect the public at all times if affected by work operations. Contractor shall arrange for police traffic patrols with the Police Department, in accordance with the approved traffic control plan, where required.

The cost of police details (personnel and vehicles) shall be borne by the City, not the Contractor. However, the Contractor is responsible for all other incidental traffic control measures and devices (cones, warning signs, flaggers etc.).

The procedure for securing police detail assistance involves notifying and securing the approval of the City, followed by the direct scheduling of such assistance by the Contractor. In the event of a scheduling change for any reason, the Contractor will be responsible for cancellation of any police detail. The cost of any cancelled work not coordinated with the police department will be the responsibility of the Contractor.

Contractor shall conduct operations as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall maintain and make available to the City a local telephone number and website where they can be contacted twenty-four (24) hours per day.

<u>Quality of the Work-</u> Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within the conversion period. Such repairs and replacements shall conform to the specifications under which the Contractor originally performed the work.

Payment for LED Fixture Conversion - The LED installation process will be paid according to the final approved Price Proposal form and based on actual quantities as verified in the field and/or modified by approved change order. All streetlight work is subject to approval by the respective City's Project Manager or designee prior to payment authorization. Payments are subject to a standard 5% retainage until the end of the project. The Contractor shall provide a payment schedule for the City's approval after award.

<u>GIS Lighting Survey (optional)</u> – Prior to LED conversion, collect data on existing lighting inventory and identify attributes such as GPS coordinates (latitude and longitude) of each fixture, fixture type, pole mounting configuration, wattage, pole height and type, setback, mast arm length, and ID number. Record any issues such as damage, tree obstruction or electrical hazards. Auditor's software shall be capable of generating a custom mobile application for use by the client and their electrical contractor that provides all location mapping, asset data, and the ability to record installation progress and field notes in real time. The Contractor shall provide frequent audit reports showing an overview map listing the locations completed during data collection.

The Contractor shall reconcile the data with the City's existing inventory and provide a GIS interchange data and GIS map for the City's use. This may include the development of a data dictionary defining data being collected for use with the GIS interchange data set.

2.05 Responsibilities of the Contractor Pre and Post LED Conversion – Scope of Work Items 1 and 4

The Contractor(s) shall provide warranty and non-warranty maintenance services for each existing light fixture (as of the date of the Contract acceptance) and each new light fixture once converted to LED and accepted by the City.

<u>Call Center Operations –</u> The Contractor shall maintain a Call Center where residents and municipal staff may report outages and other issues and which enables the Contractor to meet the emergency and non-emergency response times and other requirements of this RFP.

- a. The Call Center is to be accessible twenty-four (24) hours per day, seven (7) days per week. It shall provide both internet, and phone access.
- b. The Contractor shall provide written (electronic) reports detailing the services provided, any coordination efforts with the utility provider, calls received, urgency of the call, caller information (if available), nature of the repair and any other relevant information. The frequency of these reports may vary and is at the discretion of the City.
- c. Within the Bid, the Bidder shall describe their approach to the Call Center operations.

Routine Maintenance – As part of routine maintenance, the Contractor will be responsible for initially responding to outages and following up on City or constituent repair requests to the call center. The Contractor shall first determine if the issue can be resolved remotely to avoid field actions if possible. If the issue falls under routine maintenance, it shall be addressed within the timeframe provided herein. With approval from the City, the Contractor may bundle routine maintenance issues to minimize the number of times a truck needs to be rolled. The Contractor shall be responsible for the replacement of

failed lamps, ballasts, or other equipment, repair of minor wiring issues, replacement of broken covers, and other failures/issues that occur under warranty or as a result of age and normal deterioration.

Routine maintenance will be performed within five (5) business days of notification, weather permitting.

The selected Contractor shall maintain an inventory or have readily available a supply/supplier of streetlight network controls, photocells, lamps, ballasts and all other equipment\materials that is routinely used for these repairs in order to perform the repairs in the timeframes required.

Immediately following the completion of the repair work, the Contractor shall send an after-action report to the City indicating what actions were taken to resolve the field issue. The Contractor will log this into the reporting system and generate a report of repair actions each billing period for review by the City.

Emergency Repair Service - Emergency service shall be provided by the Contractor twenty-four (24) hours per day, seven (7) days per week, to make immediate or temporary repairs to municipally-owned series and multiple streetlight pole or service knock downs or damage caused by vehicle collision, acts of God, vandals, or as required because of a public safety hazard.

Emergency calls must be authorized under direction of the City unless otherwise specified. When so authorized, the Contractor shall dispatch a qualified service technician and equipment. Response time shall be less than two (2) hours under normal circumstances.

Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall maintain and make available to the City, a local telephone number and website where they can be contacted twenty-four (24) hours per day.

<u>Additional Repair Service -</u> In the event a pole and/or fixture needs to be replaced and/or additional poles or lights are requested, the Contractor shall submit a quote via e-mail to the applicable municipal representative for approval. Upon approval, the Contractor shall proceed with the replacement. The successful Contractor will be expected to note and then report to the City's representative any outages found in the process of responding to a streetlight maintenance request.

<u>Utility Coordination -</u> The Contractor will be required to coordinate streetlight repair and maintenance activities with the utility where required. However, the City are interested in minimizing these costs to the extent practicable.

The procedure for securing assistance from the utility involves notifying and securing the approval of the City, followed by the direct scheduling of such assistance by the Contractor. The Contractor shall be responsible for following up with the utility on a weekly basis to determine the status of any outstanding work requests. If the utility has completed its work, and the streetlight is still not functioning, the Contractor shall return to finalize the repair. In the event of a scheduling change for any reason, the Contractor will be responsible for cancellation of any utility assistance. The Contractor will pay for any utility assistance that it fails to cancel in a timely fashion.

<u>Reporting</u> - The Contractor shall provide reports in spreadsheet format, (Microsoft Excel), outlining the following information: location of repair, pole number, adjacent street address, coordination activity with utility company, complaint number, date complaint received, date repair due, date of actual service, if repair has been turned over to utility and if so the work request number, and any other pertinent notes. The monthly reports shall include summary information, as requested by the City (e.g. total number of calls, average response time).

<u>Other Assistance -</u> At the City's request, the Contractor shall make themselves available to attend City Council and other meetings in order to report on issues concerning the street-lighting system

2.06 Other Services

The Contractor should identify any other services that it will provide as part of the contract.

2.07 Deliverables and Schedule

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, final streetlight inventory, copies of incentive applications, warranty documentation, cut sheets and other items related to this project.

The following deliverables related to the LED conversion shall be provided on a daily, weekly, biweekly, monthly or other basis as needed, and shall include but not be limited to:

- a. Daily report submitted at the beginning of the next work day, by fax or e-mail as directed by the City detailing the number of streetlights removed, number of LED streetlights installed, number of poles skipped and reason why the poles were skipped, traffic detail provided, utility coordination, and any incident or situation and additional work that happened during the work day. The reports shall identify locations by street and pole number. The reports shall also indicate the planned or proposed work for the following week.
- b. Monthly summary report detailing work completed for submission to National Grid.
- c. Pay requests will be on a monthly basis and will detail work performed per line item as specified in the Price Agreement and any negotiated work performed during that time. All payment requests shall be made utilizing AIA standard payment forms 702 and 703.
- d. Access to the inventory database, as appropriate.
- e. Final summary report that includes the final inventory (streetlight and decorative) at the conclusion of the project.

2.08 Warranty and Performance

All parts and labor shall be covered under warranty as described below.

The Contractor represents and warrants that:

- A. They will perform all Services set forth herein in a good and workmanlike manner, in conformance with the specifications and requirements of the approved Contract, and in accordance with the highest applicable professional and/or industry standards;
- B. Each of their employees, subcontractors, and others assigned to perform Services have the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and
- C. They will, at all times during the term of an approved Contract, maintain and keep current all

licenses, technical certifications, and certificates of insurance required to perform the work set forth in the Contract.

Warranty work shall have at a minimum a one-year (1-year) workmanship warranty period from the date of total project completion and acceptance by the City. The manufacturer's warranty for the LED luminaires and controls shall be at least ten (10) years. Contractor shall submit completed original Manufacturer warranty documentation, issued to the appropriate City, prior to acceptance of the work.

The one (1) year and ten (10) year warranty periods for all equipment will begin upon final acceptance of the entire project for the City, not on the install date of each individual piece of equipment.

Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within the workmanship warranty period. Such repairs and replacements shall conform to the specifications under which the Contractor originally performed the work. Contractor shall also repair any damage or remedy any disturbance to property or improvements if caused by the Contractor's work and if the damage or disturbances occurs within the warranty period. If Contractor performs warranty work, the warranty work also shall have a one (1) year workmanship and ten (10) year materials warranty period from the date of acceptance by the municipality.

The Contractor shall notify the City if such problems occur within the one (1) year period. The City, or their designated representative, will provide the Contractor with written Notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If the Contractor, after written Notice, fails within five (5) days to comply with the municipality's request, the municipality has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In that event, the Contractor and its Surety shall be liable to the municipality for the cost of the work performed and any additional damage suffered by the City, including reasonable attorney's fees incurred by the City for this event.

2.09 Period of Performance <u>CONVERSION</u>

It is the responsibility of the contractor to ensure the proper flow of materials and scheduling of labor to meet project timelines. The LED conversion shall be completed within one hundred and twenty (120) calendar days (weekends and holidays included) from the notice to proceed with LED conversion work. The failure to complete work within the stipulated timeframe will result in the assessment of liquidated damages in the amount of five hundred dollars (\$500) for each day the work is past due unless just cause can be provided to the City for the delay. "Just cause" is defined as acts of god such as floods, earthquakes, acts of terrorism or other natural disasters that have been clearly documented by the Contractor. Normal amounts of rain, wind, or poor weather conditions will not be considered as just cause for extending the contract duration. Please note that the liquidated damages are not penalties, but rather pre-determined damages.

The initial term of this Agreement shall begin on the Effective Date and shall expire one (1) year later unless terminated sooner as provided herein. The Bidder shall provide a schedule at the outset of the project that identifies specific milestones and the anticipated date of completion.

The Parties may agree, by mutual consent, to extend the Agreement for an additional one (1) year period. All original or duly negotiated and mutually agreed upon terms and conditions shall apply during any such extension period.

Conversion work may not begin until all National Grid and Office of Energy Resources (OER) approvals for incentives and rebates are approved and authorization to proceed is furnished.

MAINTENANCE

Pre-LED conversion maintenance shall begin as of the date of transfer of ownership of lights to the City and shall continue uninterrupted for the term of this contract or until all of the fixtures have been converted to LED. The City shall issue a Notice to Proceed for this work once the transfer is complete.

Post-LED conversion maintenance shall begin upon written acceptance by the City of the LED conversion project ("Conversion Effective Date"). The initial term of this Price Agreement element (Post-LED Conversion Maintenance) shall begin on the Conversion Effective Date and shall expire three (3) years later unless terminated sooner as provided herein. This contract will be for an initial three (3) year period with two (2) additional one (1) year extensions.

The additional two (2) years may be taken individually or in multiple years with the same terms and conditions. At least sixty (60) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Price Agreement. The Contractor shall provide a written extension proposal within thirty (30) calendar days following the municipality's request for such a proposal. However, nothing binds or requires either Party to extend this Price Agreement. The total term of this Price Agreement shall not exceed five (5) years.

2.10 Work Performed by the City

Municipal staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required.

The City has assigned the following personnel or their designees to this project. Contact information will be provided upon contract award.

- Erik Skadberg, City Engineer, City of East Providence
- Daniel Borges, Director of Public works, City of East Providence

The City, or their designee, will perform the following specific duties:

- a. Approve the lighting design, pilot program, and completed streetlight inventory.
- b. Inspection and monitoring of the project.
- c. Provide instruction and direction for additional work that the Contractor might perform.
- d. Cover the cost of police detail, in accordance with the respective City-approved traffic control plans.

- e. Provide guidance on maintenance services.
- f. Provide lay down area.
- g. Serve as a central point of communication as issues arise during the lighting conversion process.

2.11 Place of Performance

The work will be performed on poles as depicted herein or as otherwise negotiated by the City. The City reserves the right to add to the Price Agreement additional sites, such as but not limited to municipal parking lots, schools, parks, and other lighting on municipal properties not listed herein. The City reserves the right to negotiate pricing for alternative and/or additional fixture types.

2.12 Public Safety

Contractor shall comply with the following safety requirements:

- a. Work performed on all poles must follow the applicable requirements of OSHA and shall ensure all such work is performed by a Qualified Electrical Worker.
- b. Work in Utility's manhole, hand hole, or other enclosed electrical equipment shall be performed in coordination with and under the supervision of the Utility, as per Appendices A and B.
- c. Temporary traffic control based on municipally approved traffic control plans.

Locations with limited access include the following:

Some streets may be off limits during holidays and special events (pre-planned road races, etc.). Emergency situations may result in limited or restricted access to certain streets on an as-needed basis. No additional compensation shall be allowed for limited or restricted access as defined herein. A delay of work caused by a special event sponsored by the City shall be considered "just cause" for a delay of the LED conversion. The LED conversion schedule will be extended proportionately for any special event delays caused at the request by the City to avoid liquidated damages.

3. Proposal and Content Organization

By submitting a response, the Contractor is accepting all contract conditions, terms, and documents that are a part of, referenced by, or attached to this RFP.

The Contractor must provide all information and follow the format outlined herein. Additional materials in other formats may not be considered. The City may reject as non-responsive at their sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

- a. Cover Letter
- b. Table of Contents

- c. Description of Firm and Experience, including Project Team and Equipment
- d. Project Approach and Understanding Conversion
- e. Project Approach and Understanding Pre and Post-Conversion Maintenance
- f. Proposed LED Luminaires and Controls Manufacturer Warranties and Cut-Sheets
- g. Bid Forms and Price Proposal Forms

3.01 Cover Letter

The Cover Letter must state the name of the person(s) authorized to represent the Contractor in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses.

A legal representative of the successful firm authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

3.02 Table of Contents

Please provide a *Table of Contents* after the Cover Letter giving a clear identification by section and page number. Such sections will be those listed below.

3.03 Description of Firm and Experience (Maximum Points – 30)

- 1. Provide a company profile and describe your firm's legal structure. Include:
 - a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
 - b. Location of the company offices.
 - c. Number of employees both locally and nationally.
 - d. Location(s) from which employees will be assigned.
 - e. Name, address, and telephone number of the Bidder's point of contact for a contract resulting from this RFP.
 - f. Company background/history and why Bidder is qualified to provide the services described in this RFP.
 - g. Length of time Bidder has been providing services described in this RFP. Please provide a brief description.
 - h. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 2. Describe areas of expertise and other information that would be helpful in characterizing the firm. Describe the firm's internal procedures and/or policies associated or related to work quality and cost control. Describe the resource availability, which may include the various levels of experience of the personnel to be provided and vehicles and equipment to be used, to perform the work for the duration of the project.
- 3. Briefly describe other engagements by your firm that demonstrate relevant experience and that best characterize the firm's capabilities, work quality, and cost control.
- 4. Describe your firm's familiarity and experience working with utility and other incentive programs. Please note that a minimum of 3 years prior experience is expected.

- 5. Provide the approximate number of people and how many crews will be assigned to the LED conversion and maintenance sections of this project. Describe your firm's workforce, including the prior experience of all qualified certified journeyman linemen on staff, who are capable of performing as Qualified Electrical Workers as described in this RFP. Please include:
- A. Names of key team members, including those of any subcontractors, who will be performing the work on this project, and:
 - a. their responsibilities on this project
 - b. current assignments and location
 - c. experience on similar or related projects
 - d. unique qualifications
 - e. percentage of their time that will be devoted to the project.

Contractors must notify and receive approval of the City for any changes to proposed subcontractors.

6. Provide a list and descriptions of the vehicle(s) and equipment to be used including important features such as the main vehicle (bucket truck) which is equipped with Type D Arrow Board for mobile operation.

3.04 Project Approach and Understanding – LED Conversion (Maximum Points – 20)

Provide a narrative description of how the firm proposes to design a replacement plan and then replace the City's inventory of utility and municipal-owned streetlights with LED streetlights and streetlight controls. Your firm should rely on expertise and experience with similar projects to demonstrate how it will effectively complete the proposed project within the allowable timeframe. The narrative should describe your firm's overall approach to the project including but not necessarily limited to the following elements:

- 1. Describe how you will work with the City to determine appropriate wattages, lumen output, color temperature, color rendering, and overall quantity of light. Describe your process for choosing and installing sample fixtures for visual review within the Pilot Program area in the City.
- 2. Describe your strategy for using control systems to maximize incentives and limit on-going utility costs.
- 3. Describe storage and staging areas you will require during the project. You may include a discussion of how your firm will make personnel adjustments if project goals and standard are not being attained. Provide a short description of how traffic control will be handled on residential streets and on arterial streets.
- 4. Describe the type of handheld devices to be used by your crews and how you will furnish and utilize these devices in the field to verify and update the municipalities' streetlight databases as the conversion to LEDs, perhaps with network controls, is completed. Specify the type of device to be used and explain how the device will interface with and update the streetlight databases. Explain how you will format the databases as needed to work with the handheld devices and to have data available to the City through Excel or other approved software. Explain how you propose to work with maps to track progress. Explain how you will share the database, train municipal representative(s), and report monthly progress to National Grid.
- 5. Provide a Proposed Project Schedule to complete the work within the required timeframe as described

in this RFP. Provide the impact of multiple participating communities on the project schedule.

- 6. Describe your firm's safety policies and procedures as they relate to handling high-pressure sodium lamps and other hazardous items. How are employees directed to deal with broken lamps? What precautions are taken to prevent damage to lamps during luminaire removal, clean-up activities, and transport? Do the procedures specifically address handling high-pressure sodium lamps and other types, including mercury vapor lamps, in public areas or in environmentally sensitive areas? Describe your firm's environmental spill or release response procedures and training in general and specifically as they would apply to the materials to be handled for this project and the firm's equipment that will be used.
- 7. Describe how you propose to commission the streetlights and controls including provision of commissioning reports.
- 8. Describe your firms approach to training of municipal staff on the network control software.
- 9. Include any other information you feel will be helpful in assessing your firm's ability to meet the LED conversion requirements of this RFP.

3.05 Project Approach and Understanding – Maintenance (Maximum Points – 20)

- 1. Describe in detail the services to be offered to meet the requirements of this RFP. Responses must include a clear explanation of warranty, routine, emergency, and additional maintenance definitions, scope and practices.
- 2. Describe Call Center operations including intake and response protocols for routine and emergency calls, reporting practices, online portal, staffing, oversight, and arrangement of operation.

3.06 Proposed LED Luminaires and Network Controls, Including Manufacturer Warranties (Maximum Points – 20)

1. LED Luminaires

All proposed luminaires shall be eligible for National Grid and Office of Energy Resource incentives. They shall be Design Lights Consortium qualified where possible, dimmable through the use of proposed controls, and meet the requirements described in *Specification for LED Luminaires*.

Specify the preferred LED luminaires proposed to replace the HPS, MV, INC, and/or other streetlights as depicted in the streetlight inventory in your proposal. Respondents shall provide two (2) options for LED luminaires as follows:

- **Option 1:** This shall be the Contractor's preferred product for roadway luminaires. Describe the technical capabilities and features that make it your preferred option. Specify the manufacturer, model numbers, rated wattage and manufacturer's warrantees, and attach cut sheets for the proposed luminaires. Include an estimate of the energy and demand (kWh and KW) savings as described in this RFP.
- **Option 2:** This may be an alternate product that meets the technical specifications herein. Describe the differences in technical capabilities and features of the product that make it worthy of consideration. Specify the manufacturer, model numbers, rated wattage and manufacturer's warrantees, and attach cut sheets for the proposed luminaires. Include an estimate of the energy and demand (kWh and KW) savings as described in this RFP.

2. <u>Streetlight Controls</u>

The City is interested in installing smart controls on all streetlights in the inventory (aside from streetlights that will be transferred to RIDOT after conversion, which shall receive photocells only). The aim is to have dimming, scheduling and light management capability on all City-owned streetlights. In addition, the City is interested in boosting WIFI connectivity and adding additional sensors in some areas and neighborhoods. Product proposals shall be "state of the art" in terms of technology and allow for interoperability via cloud-based dashboard management system (Options 1 and 2). The control nodes shall be fully functional in salt air environments and capable of operating within the variable voltage range allowed by regulation. Bidders are encouraged to offer up to three (3) types of control nodes with varying capabilities and prices, as described below.

- **Option 1:** Products proposed under option one (1) shall be a smart controls system with capabilities for light and asset management such as scheduling, dimming, alarms/notifications, and remote control. Please note that the city is not interested in a dimulator.
- **Option 2:** Products proposed under option two (2) shall be a smart controls system that allows for integration of additional capabilities, such as public WiFi, public safety features, and more.

Option 3: Standard photocell for on/off operation.

Describe the technical capabilities and features of each type of control node offered; include examples of their use in other communities, if applicable. Provide supporting documentation and opinion as to the benefits of each option.

3. <u>Decorative / Post Top Fixtures:</u>

Specify the LED luminaires proposed to replace or retrofit the post top streetlights in the City inventories. Describe the technical capabilities and features of the proposed products. Specify the manufacturer, model numbers, rated wattage and manufacturer's warrantees, and attach cut sheets for the proposed luminaires. These fixtures must have the capacity to install a photocell or smart controls with a 7-pin node. Include an estimate of the energy and demand (kWh and KW) savings as described in this RFP.

Respondents may offer up to two (2) Proposals for different types of Decorative Luminaires as detailed below:

- **Option 1:** A replacement fixture for Decorative Streetlights.
- **Option 2:** A drop in retrofit kit for Decorative Streetlights. Please note that the City is not interested in a screw-in type retrofit option.

3.07 References (Maximum Points – 10)

Provide references that include three (3) previous municipalities or other government agencies for which similar LED conversion work was performed and (3) previous municipalities or other government agencies for which similar maintenance work was performed. Note that extensive descriptions or references to vaguely related projects are discouraged and may negatively impact the overall outcome of the evaluation. References may be called and their responses used in the evaluation process.

Information provided shall include:

- a. Client/Business name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Client/Business project manager name and telephone number;
- e. Contract amount.

3.08 Price Proposals (Maximum Points – 75)

Complete the Bid Form and submit along with a separate Price Proposal as per the instructions within this RFP. Please note that all Price Proposals should be submitted in a marked envelope that is separate from the technical proposal outlined above. The envelope should be clearly marked "price proposal" and include the bidders name, address information, bid name, and bid number.

Price proposals will be evaluated after all qualification packages have been reviewed and scored. Qualifying price proposals will be calculated and rated. The scores from the qualifications and pricing evaluation will then be added to determine the final score for ranking purposes.

4. Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City. The City reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Contractor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals. The City has the right to reject any or all proposals for good cause in the public interest and may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation selection process.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. Qualification proposals that are rated with a combined average score less than seventy-five (75) will not be considered for further evaluation during the price proposal evaluation phase. The City may elect to require bidders to provide presentations and interviews for further consideration of award.

PHASE 1

The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.

PHASE 2

The second phase is an in-depth analysis and review based on criteria defined under *Proposal Content and Organization*. In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all Contractors asked for same will do so at no cost.

Each proposal response will be evaluated in accordance with the following evaluation criteria:

Criteria	Maximum Score
1. COVER LETTER	N/A
2. TABLE OF CONTENTS	N/A
3. DESCRIPTION OF FIRM AND EXPERIENCE	30
4. PROJECT APPROACH & UNDERSTANDING - CONVERSION	20
5. PROJECT APPROACH & UNDERSTANDING - MAINTENANCE	20
6. PROPOSED LEDs AND CONTROLS	20
7. REFERENCES	10
Maximum Technical Proposal Total:	100

If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations and further clarification of the Contractor's response. The municipalities reserve the sole right to select the number of Contractors, as determined by the evaluation scoring, to be interviewed.

PHASE 3

Following completion of the RFP proposal evaluations, the third phase is a comparison of each proposal's evaluation score relative to the costs proposed.

The Municipalities will individually score the Price Proposals from Contractors whose RFP evaluations place them in the Competitive Range in accordance with the following evaluation criteria:

Criteria	Maximum Score	
1. CONVERSION PRICES, WARRANTIES – LEDs	20	
2. INSTALLATION PRICES, WARRANTIES - CONTROLS	20	
3. T&M AND PER POLE MAINTENANCE PRICES	15	
4. ADDITIONAL MAINTENANCE SERVICE PRICES	20	
Maximum Price Proposal Total	75	

The Price Proposal evaluation score will be added to the Proposal Response evaluation score to determine a **TOTAL TECHNICAL AND PRICING SCORE** (Maximum: 175 points).