



Street Light LED Retrofit



Request for Proposals

REQUEST FOR PROPOSALS

Amended

Streetlight LED Retrofit

Issue Date: February 28, 2019

Two (2) complete printed copies and one (1) electronic complete copy (in PDF format) of a Proposal in an envelope plainly marked "RFP-5330-147 Streetlight LED Retrofit" may be hand delivered, couriered, or mailed; and shall be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

RFP Closing Time: 2:00 pm local time

~~RFP Closing Date: Thursday, March 28, 2019~~

New Closing Date: Thursday, April 11, 2019

Delivered to: Town of Superior
199 N. Lobb Avenue
Superior, AZ 85173
Attn: Todd Pryor, Town Manager

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the Town's website at www.Superioraz.gov for any updated information and addendum issued before the closing date. The Town's website at www.Superioraz.gov is the only authorized website to obtain competitive bid documents for the Town of Superior opportunities. The Town of Superior shall not be held responsible for our competitive bid documents that are located on any other website.

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1.0 INTRODUCTION

The Town of Superior (the Town) is seeking proposals from qualified Proponents to submit a proposal for a Streetlight LED Retrofit Project, which would replace existing street lighting with LED equivalents as per the technical specifications set out in this Request for Proposal (RFP) document. This proposed project proposal shall be revenue neutral. Revenue neutral shall mean that the cost of electricity, maintenance and financing of replacement shall be less than the current power and maintenance bills. Financing options for the capital project should be included.

The primary objectives of replacing the existing luminaires with LED luminaires are to improve lighting conditions, lower energy consumption, and reduce operational/maintenance costs. It is the expectation that the LED luminaires are capable of replacing the existing luminaires in-place with little to no alterations to distribution or support structures and are able to operate under pre-existing conditions in which the previous street lights operated within.

It is anticipated that the proposal to design and upgrade the Town's streetlight network will consist of the replacement of approximately 417 existing Cobra Head and Dawn to Dusk streetlight fixtures.

The Town has determined that a color temperature of 3000K or lower is required in all residential locations. The Town will work with the Contractor to determine the appropriate color temperature for all other locations during the design process, with a focus on safety in high traffic locations.

In addition to replacement of the luminaires, the proponent will replace the fuses, fuseholders, photo cells, and wiring. There will be no alterations to existing poles and their locations.

This RFP document describes the services sought by the Town of Superior and sets out the Town's RFP, evaluation, and selection processes. Only interested parties with proven experience and qualifications for the design and installation work required for the upgrade of the Town's streetlight network will be considered. The quality of the service, past performance, and delivery along with other factors will be taken into consideration in the evaluation of this RFP.

1.1 CURRENT INVENTORY

A complete and summary inventories have been attached.

Superior LED Replacement Table					
Existing Size/Type	5,800L HPS Cobra	9,500L HPS Cobra	16,000L HPS Cobra	30,000L HPS cobra	50,000L HPS cobra
Replacement LED	3,800L 32W	4,800L 41W	8,800L 88W	11,500L 108W	21,000L 174W
Kelvin	3000K	3000K	3000K	3000K	3000K

2.0 DEFINITIONS

- a. "Best Value" mean the highest total ranked score of evaluation criteria and closest alignment with project goals as determined by the Town.
- b. "Closing Date and Time" means **Thursday, April 11, 2019** at 2:00 p.m. (PT).
- c. "CAO" mean the Chief Administrative Officer of the Town of Superior.
- d. "Contract" means a written agreement between the Town of Superior and the Successful Proponent resulting from this RFP.
- e. "Contractor" means the Successful Proponent who is a party to the Contract.
- f. "Town" means the Corporation of the Town of Superior.
- g. "Town Representative" means the representative or appointee assigned by the Town to supervise the work.
- h. "Goods" means the product being identified in the RFP.
- i. "Project" means the Streetlight LED Retrofit;
- j. "Project Manager" means the Sustainability / Alternative Energy Coordinator.
- k. "Project Office" means:
 - Superior Town Hall
 - 199 N. Lobb Avenue
 - Superior AZ, 85173
- l. "Proponent" means a party submitting a Proposal to this RFP.
- m. "Proposal" means the Proponent's submission to the RFP.
- n. "Proposal Review Committee" means the team of qualified staff appointed by the CAO to review and assess Proposals.
- o. "RFP" means this Request for Proposal.
- p. "Request for Proposal" includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.
- q. "Shall" means a requirement that shall be met in order for a Proposal to receive consideration.
- r. "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- s. "Specifications" means the specifications which are included in this RFP.
- t. "Subcontractor" includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- u. "Successful Proponent" means the Proponent submitting the most advantageous RFP as determined by the Town of Superior.
- v. "Work" or "Services" means the task and deliverables the Successful Proponent agrees to provide in the Contract.

3.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format shall be submitted. The following documents shall be included in the submission:

- a. Proposal Submission Form (signed and dated)
Proposal shall include a completed, signed and dated Proposal Submission Form. A copy of this form is included in Schedule 'B'.
- b. All items specified in Schedule C, including but not limited to:
 - i. Pricing (including a breakdown and explanation of the proposed budget)
 - ii. Proponent Profile
 - iii. Design Team Experience
 - iv. References
 - v. Detailed Work Plan & Methodology
 - vi. Detailed Schedule
- c. All items specified in Section 2.0 of Schedule A - "Proponent Submission Requirements"
- d. Any other information related to this RFP

4.0 INSTRUCTIONS TO BIDDERS

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

4.1 APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the State of Arizona.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and Town bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

4.2 COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Town of Superior, shall remain the property of the Town of Superior.

4.3 INCONSISTENCIES BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

4.4 HEADINGS

Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.5 PAYMENT

Method of payment is governed by Town policy as well as applicable federal and provincial law.

4.6 ENTIRE AGREEMENT

The RFP, accepted submission, and Contract represent the entire Agreement between the Town and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the Town.

4.7 OWNERSHIP OF DOCUMENTS

All documents and materials submitted in response to this RFP shall become the property of the Town.

5.0 REQUEST FOR PROPOSALS (RFP) PROCESS

5.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Town.

5.2 NO OBLIGATION TO PROCEED

Though the Town fully intends at this time to proceed through the RFP, the Town is under no obligation to proceed. The receipt by the Town of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of goods.

5.3 LATE PROPOSALS

Proposals received after the Closing Date and time for receipt of Proposals will be considered as "late Proposals." Late Proposals will not be accepted and will be returned unopened to the sender.

5.4 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the Town's website at www.Superior.ca. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time, the RFP will be considered complete and no further Addenda will be issued.

5.5 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the Town, delivered by hand, mail, fax, or e-mail to the Project Office. An amendment that is received after the Closing Date and Time will not be considered and shall not affect a Proposal, as submitted.

An amendment or revocation shall be signed by an authorized signatory of the Proponent.

The Town reserves the right to disqualify a Proponent if, in the opinion of the Town Representative, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the Town will properly receive the fax or email before the Closing Date and Time. The Town shall not be liable to any Proponent for any reason a fax or email is not properly received.

5.6 CONFLICT OF INTEREST

Any potential or perceived conflict of interest shall be disclosed to the Town in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the Town. The Town has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the Town immediately, in writing, of that conflict or risk and take any steps that the Town reasonably requires to resolve the conflict.

5.7 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Todd Pryor, Town Manager

Town of Superior

199 N. Lobb Avenue

Superior, AZ 85173_

manager@superioraz.gov

Information regarding the technical specifications or such interpretation obtained from any other source is not official and should not be relied upon.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or Closing Date and Time, an Addendum issued by the Town will be posted on the Town website (www.Superior.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with Town staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Inquiries and responses will be recorded and may be distributed to all Proponents at the Town's option. Questions will not be accepted or answered within 48 hours of the Closing Date and Time.

5.8 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the Project Office prior to the Closing Date and Time is solely and strictly the responsibility of the Proponent. The Town shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals shall be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent. Proposals shall not be sent by facsimile or email.

Proposals shall be received at the Project Office by 2:00 p.m. (local Superior time) on the Closing Date.

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP project title.

5.9 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the Closing Date and Time. After the Closing Date and Time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Town.

5.10 ACCEPTANCE OF PROPOSAL

The Town shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the Town other than written notice signed by the Town's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the Town.

5.11 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the Town may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

6.0 PRE-RFP INFORMATION

6.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

6.2 INTENTION OF THE TOWN

The Proponent that submits to the Town the Proposal that best represents the interests of the Town may be awarded the contract. The Town reserves the right to accept or reject all or part of the RFP, however, the Town is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the Town.

6.3 REJECTION OF PROPOSALS

The Town reserves the right to reject, at the Town's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and/or,
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the Town to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the Town has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to the Town.

6.4 EVALUATION CRITERIA

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

MANDATORY CRITERIA
<ul style="list-style-type: none">• Proposals received by closing date and time (two printed copies & one PDF electronic copy) in a sealed envelope consisting of components outlined in Section 3.

Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed in Schedule E: Evaluation Criteria (attached).

Following evaluation, a short list may be developed and shortlisted Proponents may be invited to make a presentation on their Proposal to the Town representatives before a final selection is made.

6.5 EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the Town and may include Electrical Utility representatives or other Town departmental representatives. Upon submitting a Proposal, Proponents agree that the Town may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the Best Value offered, and the Best Value will be determined by the Town. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

6.6 CONFIDENTIALITY OF PROPOSALS

The Town will endeavor to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Town Contract shall not be released if the Town deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

6.7 CONFIDENTIALITY OF TOWN'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the Town's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract which arises out this RFP process. Information pertaining to the Town obtained by the Proponent as a result of participation in this process is confidential and shall not be disclosed without written authorization of the Town.

6.8 CLARIFICATION

The Town reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The Town reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee;

- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

6.9 GIFTS AND DONATIONS

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, to any employee of the Town. The Successful Proponent shall report to the CAO of the Town any attempt by Town employees to obtain such favors.

7.0 PROPOSAL PREPARATION

7.1 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by the Town for purposes of clarification.

7.2 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Town, if any. If the Town elects to reject all Proposals, the Town will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

7.3 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal to a maximum of \$250.00. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

7.4 FIRM PRICING

Proposals shall be firm for at least 90 days after the RFP Closing Date. Prices will be firm for the entire period of the Contract.

7.5 CURRENCY AND TAXES

Prices quoted are to be:

- In US dollars;
- Inclusive of duty, where applicable;
- FOB destination, delivery charged included where applicable; and
- Taxes extra and listed separately.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes. Further, unless the Proponent, as a non-resident, provides the Town with an official letter from **Arizona Department of Revenue** waiving the withholding requirements, the Town will withhold the taxes it determines are required.

8.0 ADDITIONAL TERMS

8.1 SUB-CONTRACTING

- a. Using a Subcontractor (who shall be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents shall be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this shall be defined in the Proposal.
- b. A Subcontractor individual or firm, whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- c. Any Subcontracting of the service to any firm or individual after the award of a Contract shall have prior written approval by the Town.

8.2 LIABILITY FOR ERRORS

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

8.3 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically shall not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

8.4 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.5 TOWN REPRESENTATIVE

A Town Representative will be assigned by the Town to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart project lead.

8.6 PAYMENT HOLDBACK

The Contract may contain a provision whereby the Town will hold back a portion of the total Contract price until the requirements of the RFP have been met.

8.7 SOFTWARE

It is the Successful Proponent's responsibility to ensure that the Town has all licenses required to use any software that may be supplied by the Successful Proponent pursuant to the Contract.

8.8 ARBITRATION

All disputes arising out of or in connection with the Contract shall, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.0 GENERAL CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the Town, and the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Town.
- b. The Town will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the Town, specifications, terms and conditions and price. The Town Evaluation Committee will examine all Proposals and recommend which Proposal is in the Town's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the Town and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the Town. The Town reserves the right to reject any or all unqualified Proposals.
- d. The Town reserves the right to cancel this RFP at any time.
- e. The Town recognizes that best value is the essential part of purchasing a product and/or service and therefore the Town may prefer a Proposal with a higher price, if it offers greater value and better serves the Town's interests, as determined by the Town, over a Proposal with a lower price. The Town's decision shall be final.
- f. The Town reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Town.
- g. All equipment, goods and workmanship shall conform to all Laws and Standards necessary for use in United States and State of Arizona.

- h. Where only one Proposal is received, the Town reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The Town reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The Town reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The Town shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. The Town reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 30 days' written notice to the Successful Proponent.

10.0 CONTRACTOR'S OBLIGATIONS

10.1 GOVERNING REGULATIONS

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the Project. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the Project in accordance with all applicable safety legislation passed by Federal, State and local authorities governing safety.

11.0 INSURANCE PROTECTION AND DAMAGE

11.1 INDEMNITY

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Town, its elected officials, officers, employees and managers (collectively) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

11.2 GENERAL INSURANCE

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed

in Section 11.3, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Project, the Town advises in writing that it has determined that the exposure to liability justifies less limits.

11.3 INSURANCE

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the Town, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident and \$5,000,000 aggregate; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Project operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage shall include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured. Coverage shall remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of \$600,000 per occurrence and in the aggregate, and shall remain in force for the life of the Project and for 12 months after substantial completion.

Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including bodily injury, death or third party property damage resulting from any one accident or occurrence.

11.4 THE TOWN NAMED AS ADDITIONAL INSURED

The Commercial General Liability policy shall provide that the Town is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by the Town, with respect to claims arising out of the operations of the Contractor in any way related to the performance of the Works or Services.

11.5 CONTRACTOR'S SUBCONTRACTORS

The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under Section 11.2 above. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the Town's requirements.

11.6 CERTIFICATES OF INSURANCE

The Contractor agrees to submit Certificates of Insurance, for itself and for all of its Subcontractors to the Town prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the Town prior to any cancellations of any such policy or policies. The Contractor agrees to notify the Town of any material changes to such policy or policies.

11.7 OTHER INSURANCE

After reviewing the Contractor's Certificates of Insurance, the Town may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement. Such additional or alterations to insurance shall be at the sole expense of the Contractor.

11.8 ADDITIONAL INSURANCE

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Town. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the Town's requirements.

11.9 INSURANCE COMPANIES

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the **State of Arizona**.

11.10 FAILURE TO PROVIDE

If the Contractor fails to do all or anything which is required of it with regard to insurance, the Town may do all that is necessary to effect and maintain such insurance, and any monies expended by the Town shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the Town to deduct from any monies owing the Contractor, any monies owing by the Contractor to the Town.

11.11 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the Town will be recovered from the Contractor.

SCHEDULE 'A' – SCOPE OF WORK

1.0 Overview

The Scope of Work shall consist of the supply of all labor and materials required for the design and upgrade of the existing streetlight network, including the tasks specified below (Cobra Head & Dawn to Dusk style luminaires are required; providing a sample design and recommendations regarding Decorative, TopHat, and Floodlight fixtures may be included as a separate, optional item at the Proponent's discretion). These tasks are not necessarily presented in the order in which they shall be carried out.

Proponents should specify a proposed schedule of work, including proposed timelines.

Streetlight Inventory

- a. Verify the Town's inventory of the existing municipal lighting system, and produce an electronic inventory file that contains the following data:
 - i. Fixture Type
 - ii. Fixture Wattage
 - iii. Fixture Height
 - iv. Road Width
 - v. Pole Setback
 - vi. Pole Material
 - vii. Wire Location
 - viii. Number of Traffic Lanes
 - ix. Road Classification
 - x. Pedestrian Traffic
 - xi. Color
 - xii. Street Name
 - xiii. Utility Pole ID
 - xiv. Comments on state of pole

Streetlight Design

- a. Submit detailed photometric designs for all roads, intersections, sidewalks, and walkways using the preferred LED manufacturer selected above, demonstrating if the RP-8-14 and **Arizona Department of Transportation** standards have been satisfied.
- b. Include with the photometric designs: the location of the streetlights, streetlight conductors, the location of the transformers, and power disconnects (if known). Inventory shall specify the type of pole, luminaire, conduit, luminaire wattage, photo cell, fuse, fuseholder, and the conductor in place.

- c. Advise the Town in situations where it is believed that achieving the RP-8-14 minimum illuminance may result in over lighting.
- d. Calculate energy use and operations & maintenance costs and simple payback of the new LED streetlight design and provide a comparison of the Town's current energy consumption and operational costs with those of the post-conversion LED system. Assist with prioritization or plans for phasing in fixtures if the budget cannot immediately accommodate all replacements.
- e. Provide information on/or if how the proposed design could include dimming. The Town is eager to avoid over lighting as much as possible which could in some cases allow for dimming of certain luminaires.

Materials & Warranty

- a. Order all luminaires and associated equipment and transfer all warranties to the Town following substantial completion of the contract. All small-size materials (such as bolts, washer, cable connectors, lugs, etc.) not specifically mentioned but which are necessary to make the systems complete and in accordance with this specification, shall be supplied and installed by the Contractor, at the Contractor's expense.
- b. Replace all fuses, fuseholders, photo cells, and wiring (including adding a ground wire if necessary) for each luminaire.
- c. Where photo cells exist, assist the Town in selecting and specifying a replacement photo cell to be installed during the project that closely matches the service life of the luminaire. Photo cells should be installed facing North.
- d. Where photo cells do not exist, assist the Town in selecting and specifying a photo cell that could be installed during the project that closely matches the service life of the luminaire.
- e. Receive and inspect all materials required for completion of this project. After receiving materials, the Contractor is responsible for storing and adequately protecting all materials for the work from damage or theft, and shall respect manufacturer's recommendations to avoid material damages. The Contractor also assumes responsibility for all warranty issues once receiving materials, up to substantial completion of the contract resulting from this RFP.
- f. A full explanation of the warranty and location where the warranty work is to be performed shall be included. Terms of warranty are to be specified by the manufacturer.
- g. Removed luminaires are not to be reused or resold, and shall be disposed of in an environmentally friendly manner. Any components that can be recycled shall be recycled. A disposal plan shall be provided for evaluation in response to this RFP and the Town will require documentation confirming disposal.
- h. Identify and dispose of any hazardous material in strict compliance with all federal, provincial, and municipal government or authority laws and regulations.
- i. All equipment shall be new, except that supplied by the Town.

Installation of Luminaires

- a. Create a work plan for installation of the luminaires that indicates streets that may have conflicts or scheduling issues, including but not limited to school zones, high traffic locations, and limits of approach.
- b. Install all luminaires as per the completed and approved photometric design, and mark the date of installation on the equipment.
- c. Notify the Town's Project Manager of any issues regarding the physical integrity of any of the poles receiving LED luminaires. This may include rust, poles that are leaning, pole bases that are degrading, and ensuring metal poles are bonded.
- d. Ensure a safe work procedure is in place and adhered to, which outlines the removal and installation of wiring, fuses, fuseholders, photo cells, and luminaires during the construction phase for each pole type.
- e. Provide the machinery, equipment, labor (including flagging), and appropriate tools required for the safe execution of all tasks required for the completion of the work, including Bucket Trucks.
- f. Provide an itemized weekly update to the Project Manager showing what work has been completed to date.
- g. Undertake commissioning of the project to ensure light levels are as designed.
- h. Provide consultation throughout the installation process should there be any issues directly related to the final designs.

Miscellaneous

The Contractor:

- a. Will provide an updated work schedule for the day each morning to the Town Engineer (or designate) including the location or work for that day.
- b. Shall not leave debris on-site after work is completed and shall replace all electrical covers
- c. Is responsible for any and all damages resulting to Town property, private property, or persons during the contract and the restoration thereof to a condition equal or better than existing prior to commencement of the work
- d. Shall take responsibility and liability for the old luminaires upon removal. The Town shall not retain any environmental or other responsibility for the old luminaires.
- e. May prune branches obstructing access to the pole/luminaire if necessary. Under no circumstances should the main leader be removed. Branches larger than sizes specified below may be pruned under the supervision of the Landscape Division or by the Landscape Division if the Sub-Foreman has concerns about the health of the tree. The Contractor will notify the Project Manager of pruning requirements as necessary, for documentation and coordination with Landscaping as required.
 - Cobra Head lamps outside of the downtown area - contractor may prune up to 75mm/3" in diameter
 - Cobra Head lamps within the downtown area, and all Decorative, TopHat, and Floodlight lamps – contractor may prune up to 25mm/1" in diameter

Safety

- a. Provide Traffic Control in to ensure the safe and efficient flow of traffic, including flagging and/or other required safety measures (cones, signs, etc.) to protect the workers and the public. These traffic control plans shall be provided to the Town prior to installation.
- b. Notify the Town in advance when using traffic control or restricting traffic and obtain a Right of Way Permit to Perform Work if any lane shutdowns are required.
- c. Do not perform work above the height of a low secondary conductor on a contact pole.
- d. Workers will be mindful that there are multiple distribution and transmission voltages within the Town's system. Workers will pay close attention what voltage workers are connecting to and identify these voltages prior to commencing work on a contact pole.
- e. Identify all instances in or near limits of approach for qualified workers and report to the Electrical Foreman (or designate), who will provide further direction for those instances.
- f. All workers carrying out the work shall:
 - i. Be qualified to carry out the work in accordance with applicable laws
- g. Any electrical outages will be coordinated with Town staff and provide sufficient warning to the public concerning any outages.

Meetings

The Contractor shall:

- a. Provide agendas for all meetings two days in advance of the meetings.
- b. Record meeting minutes, issues, decisions & action items for all meetings and distribute to all in attendance within three days of the meeting.

The following meeting reviews are anticipated for this project:

- i. Project start up
- ii. Bi-weekly reviews with the Town (or as agreed to by both parties)
- iii. Reviews at 25% 50% and 75% of completed milestones
- iv. Complete a Substantial Completion review
- v. Complete a final Completion review

Additional Requirements

- a. All material and installation information shall be tracked electronically. Paper copies of required documentation will not be accepted. The acceptable format/software for tracking will be discussed with the Contractor as part of the Project start up meeting.
- b. Invoices shall be submitted electronically on a monthly basis, and shall be itemized to show quantities of all installed materials, with costs in line with the costing table provided by the Proponent in their RFP submission.

- c. The Town will be performing periodic inspections of the installations to ensure quality control. If it is determined that work is not being completed correctly, as outlined in this RFP, it will be the responsibility of the Contractor to make the necessary corrections prior to substantial completion of the project.

2.0 Proponent Submission Requirements

In addition to all items listed in Section 3.0 of the RFP, Proponent submissions shall:

- a. Indicate any value-added services that may be considered by the Town such as an application (app) for electronic documentation of the project, smart controls, and/or an energy performance contract that meets or exceeds the Specifications detailed within this Request for Proposal.
- b. Provide a detailed workplan, including a schedule and estimate on timing of project completion.
- c. Make specific reference to receiving, sorting, handling, and installation of the luminaires and additional equipment. (i.e., Identify that there is storage capacity for all fixtures, and if not, how does the Proponent plan to ensure installation occurs on time before the next batch of fixtures is received.)
- d. Provide a detailed list of any other information that your company believes is missing in order to provide a correctly designed street light network.
- e. Provide a disposal plan for the removed luminaires and associated components.

3.0 Estimated RFP Timeframes

The following outlines the anticipated key milestones for the Request for Proposal. The timing and sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the Town of Superior.

RFP issuance: February 28, 2019

RFP closing: Thursday April 11, 2019 2:00 pm PST

Submissions review: April 12 – 26, 2019

Contract award: May 9, 2019

SCHEDULE B – PROPOSAL SUBMISSION FORM



RFP-5330-147
STREETLIGHT LED RETROFIT

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form
(Proposals will be received on or before 2:00 PM Local Time on **Thursday, April 11, 2019**)

PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed originals and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked "RFP-5330-147 Streetlight LED Retrofit" may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions shall be received prior to the closing date and time, to:

Town of Superior
199 N. Lobb Avenue Superior, AZ 85173
Attn: Todd Pryor, Town Manager

Submitted by: _____

Company name

Address

City

Postal Code

Company Contact Name: _____ Phone #: _____

Company Contact e-mail address: _____

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the Town of Superior and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

1.0 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the Town of Superior and will deliver the same within 10 days from the time when the same are available or are delivered or mailed to the Proponent.

2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

3.0 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the proposal.

4.0 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by the Town shall be made only by the notice in writing from the Corporate Officer of the Town, and will be addressed to the Contractor at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted in either whole or in part.

5.0 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the Town, at its option may consider that the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void and the Town shall be free to select an alternate solution of its choosing.

Executed at _____, in the State of Arizona this _____ day of _____, 2019 under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a natural person makes the Proposal, the Proponent shall sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm shall sign below the firm.

(Corporate Name if Proponent is a Corporation)

Per: _____

Name shall be typed or clearly printed

Per: _____

SCHEDULE 'C' – EVALUATION CRITERIA



EVALUATION CRITERIA MATRIX

The evaluation team will apply the following criteria to the RFP evaluation process:

Pricing shall mean:

- a) Quoted prices from a qualified RFP, including a breakdown and explanation of the proposed budget
- b) Value for proposed services, within budget

Company Profile, Design Team Experience, and References shall mean:

- a) Company profile including but not limited to corporate strengths, company/project history, and number of years in business
- b) Summary of experience providing comparable services over the last five (5) years, including support for any past performance in keeping project on schedule and within the fixed fees associated with the project
- c) A list of team members including the manager who the Proponent has appointed to lead the Proponent's project team and who will be the main contact for the Town, and a description of each persons' role in the project, experience, qualifications and roles/responsibilities on similar projects
- d) Résumés and qualifications for any additional team members if required that may be part of the project team
- e) Information regarding any affiliates or subconsultant(s) and a statement of their responsibilities, experience and expected involvement
- f) References from a minimum of three (3) organizations that you provided comparable services to

Proposed Design and Project Management Approach & Methodology shall refer to:

- a) A statement of understanding of the project ensuring that the objective and requirements of this project are clearly understood
- b) A complete detailed work plan and methodology clearly describing all tasks, meetings, milestones, and deliverables proposed to fulfill the Scope of Work, and information to support that sufficient resources to complete the Project will be used
- c) Your approach to meeting the schedule realistically
- d) Any special issues or problems you foresee and how you would, if appointed, deal with them

Project Schedule shall refer to:

- a) A detailed Schedule of the proposed start and end date of the Project. A clear description of all tasks proposed to fulfill the Scope of Work.
- b) Milestone dates for 25% 50% 75% and 100% design completions
- c) A schedule of when anticipated meetings will be required with Town staff

Other Value Adds shall refer to:

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

Criteria	Weight	Score	Weight Key			
			Not Satisfied Score = 0	Somewhat Satisfied Score = 1	Satisfied Score = 2	Very Satisfied Score = 3
1. Pricing	20%					
2. Company Profile, Design Team Experience, and References	35%					
3. Proposed Design and Project Management Approach & Methodology	30%					
4. Project Schedule	10%					
5. Other Value Adds	5%					

SCHEDULE 'D': DRAFT SAMPLE CONTRACT



Streetlight LED Retrofit

Reference Number: RFP-5330-147

THIS CONTRACT made in duplicate and entered into effective as of the _____ day of _____, 2019

BETWEEN:

Town of Superior
199 N. Lobb Avenue
Superior, AZ 85173

(hereinafter referred to as the "Town")

AND:

Name of Contractor

Address

(hereinafter referred to as the "Contractor")

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1.0 Contract Description

The work for which this Contract pertains to is titled **Streetlight LED Retrofit** and hereinafter shall be referred to as the "Project".

2.0 Contract Documents

The Contract Documents, in order of precedence, for which this Contract pertains, are:

- Instructions to Proponents

- General Conditions
- Schedule 'A' – Scope of Work
- Schedule 'B' – Proposal Submission Form
- Schedule 'C' – Evaluation Criteria

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

3.0 Successors or Assigns

3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

4.0 Applicable Laws

4.1 This Contract shall be governed by the laws of the **State of Arizona**.

5.0 Waiver

5.1 The waiver by the Town of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the Town to waive any subsequent breach of the same condition, covenant, or obligation.

6.0 Entire Contract

6.1 This Contract constitutes the sole and entire Contract between the Town and the Contractor relating to the Project and completely supersedes and abrogates any prior Contracts existing between the Town and the Contractor whether written or oral.

7.0 Notification

7.1 All Notices shall be in writing.

7.2 Notices between the parties shall be considered to have been received by the addressee:

- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
- within one working day if sent by email;
- within five working days if sent by mail or fax.

7.3 Notices shall be sent to the following addresses:

Town of Superior
 PO Box 218
 Superior, AZ 85173
 Telephone: (520) 689-5671

Email: manager@superioraz.gov

and

Contractor Name
Contractor address
Telephone
Fax

IN WITNESS WHEREOF the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

THE CORPORATION OF THE TOWN OF SUPERIOR by its authorized signatories:

CONTRACTOR by its authorized signatories:

