

REQUEST FOR COUNCIL ACTION

SUBJECT: LED Streetlight Installation Contractor

SUMMARY: Contract with Black and McDonald for services related to the change-out of old streetlight fixtures with new LED streetlight fixtures, in an amount not to exceed \$336,910.50.

FISCAL AND/OR

ASSET IMPACT: Contracts total: \$336,910.50, including about \$1,000 worth of staff time to review and select qualified contractors.

STAFF RECOMMENDATION:

Staff recommends with Black and McDonald for services related to the change-out of old streetlight fixtures with new LED streetlight fixtures, in an amount not to exceed \$336,910.50.

MOTION RECOMMENDED:

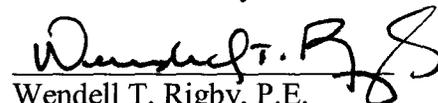
"I move to adopt Resolution No. 15-231 authorizing the Mayor to execute a with Black and McDonald for services related to the change-out of old streetlight fixtures with new LED streetlight fixtures, in an amount not to exceed \$336,910.50".

Roll Call vote required

Prepared by:


Justin Stoker, P.E.
Public Works Deputy Director

Recommended by:


Wendell T. Rigby, P.E.
Public Works Director

Reviewed as to Legal Sufficiency:


Darien Alcorn
Interim City Attorney

Recommended by:


Mark R. Paesh
City Manager

DISCUSSION:

The City is currently working through the approval process with Rocky Mountain Power (RMP) with regards to an incentive rebate while working with the fixture provider to supply product. Streetlight fixtures are anticipated to begin arriving in January after the Rocky Mountain Power Incentive Order is complete. To expedite the purchase process, Rocky Mountain Power is reviewing the Incentive Order in two phases, the major streets and the residential streets. This is allowing us to order and install the major streets (arterials and collectors) while RMP continues to review the residential fixture application.

With the arrival of the streetlight fixtures, it is the desire of Council and staff to expedite the installation of the major street fixtures so that work can immediately begin on the residential fixtures as soon as they are approved and begin arriving.

To assist staff, the City went out for an RFP on November 23rd for qualified electrical contractors to assist the staff in the change-out process. Questions were due on December 1st and the RFP closed on December 17th. Two companies submitted proposals. The bids were reviewed according to the following criteria to choose qualified contractors to help provide the installation.

- 25% Experience, references and qualification
- 25% Capacity to perform the contract
- 10% Schedule – including methodology and Operational Plan
- 10% Customer Service Plan
- 30% Cost

Cost proposals were delivered in a sealed envelope and were reviewed separately from the performance based criteria. After careful review of the above criteria Black and McDonald was selected to assist with the LED fixture change-out operations.

Their contract is presented for review and approval.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-231

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BLACK AND
MCDONALD FOR
LED STREETLIGHT INSTALLATION

Whereas, the City Council of the City of West Jordan has received bids for the LED Streetlight Installation project with the low, responsible bid being from Black And McDonald in the amount of \$366,910.50; and

Whereas, the City Council desires to award the contract to Black and McDonald which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Black and McDonald (a copy of which is attached as **Exhibit A**) for the LED Streetlight Installation project, in an amount not-to-exceed \$336,910.50 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Black and McDonald, in an amount not-to-exceed \$366,910.50 is acceptable for the purpose of completing the LED Streetlight Installation project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for LED Streetlight Installation is hereby awarded to Black and McDonald which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute a contract between the City of West Jordan and Black and McDonald in an amount not to exceed \$336,910.50.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 23rd day of December 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe
Mayor

Melanie Briggs
City Recorder

RESOLUTION NO. 15-231

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BLACK AND
MCDONALD FOR
LED STREETLIGHT INSTALLATION

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Sophie Rice

Ben Southworth

Mayor Kim V. Rolfe

Proposal Review

Project: LED Street Light Installation
Review Team: Justin S., Tim P., Rochelle S., Kevin B.,
Review Date: December 17, 11:00 a.m.

Rating Weights (% of total weighted percentage)(example, if weighted % =15%, possible points = 15) (score each proposal area up to percentage weight: ie., between 1-15 pts, 0-5 Fair, 6-10 Good, and 11-15 Exceptional) Costs shall be evaluated together as a group.

Consultant	Weighted %	Black & McDonald	B. Jackson
Experience, references and qualificaions	25	19.50	9.25
Capacity to perform the contract	25	19.25	11.00
Schedule - including methodology and operational plan	10	9.00	8.00
Customer Service Plan	10	9.50	6.75
SUBTOTAL	70	57.25	35.00
Cost	30	30.00	18.53
TOTAL SCORE	100	87.25	53.53
Cost			
Sternberg - total cost		\$265,860.00	\$420,286.68
Leoteck total cost		\$61,250.00	\$118,693.75
RMP - Total cost		\$9,495.00	\$6,289.74
TOTAL		\$336,910.50	\$545,467.48
RANK		1	

CITY OF WEST JORDAN CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

Black & McDonald
9901 South Prosperity Road
West Jordan, UT 84065

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency
 Other _____

Federal Tax ID#

Vendor # _____

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to replace the existing luminaries with LED luminaires on the existing poles located on all arterial and collector and subdivision streets throughout the City of West Jordan.
3. **PROCUREMENT:** This contract is entered into as a result of **BID #PW 1266** dated 11/17/15.
4. **CONTRACT PERIOD: Effective date: 01/01/2016 Termination date:12/31/2016**, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$336,910.50** for costs authorized by this contract.
6. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Scope of Work/Request for Proposal
ATTACHMENT C: Insurance Certificate – Naming the City, its officers, employees, and volunteers as additional insured with respect to liability.
ATTACHMENT D: Payment Bond – *Not required*
ATTACHMENT E: Performance Bond
ATTACHMENT F: Workers Compensation Certificate
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - City of West Jordan's Procurement Policies, and CONTRACTOR'S response to Bid #PW 1266, dated 11/17/15.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

CITY OF WEST JORDAN

Contractor's signature

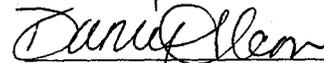
Mayor's signature

Type or Print Name and Title

Attest:

City Recorder

Approved As To Form:



City Attorney

Date: _____

Date: _____

Date: 12-21-15

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 2-7-301 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgement to consider when it advised the City about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract.

ATTACHMENT B: SCOPE OF WORK

Black & McDonald

Detailed Response

Black & McDonald (B&M) is a privately held contractor that has been providing electrical construction and maintenance services throughout North America for over 92 years. With more than 5000 employees, B&M delivers annual revenues in excess of \$1 billion.

B&M is recognized as a national expert in the construction, maintenance and management of street lighting systems. Our proven track record of successfully upgrading large street light systems, coupled with our experience with LED technology, makes us uniquely qualified to perform the West Jordan LED Conversion Project.

B&M has been an active member of the Illuminating Engineering Society of North America (IESNA) for over 15 years. We are the only contractor that actively exhibits and participates in the annual Street and Area Lighting Conference (SALC) held by this organization. The purpose of the SALC is to keep their national membership (municipalities, utilities, etc.) abreast of the latest technologies and innovations in the roadway lighting industry. In addition to our extensive experience as an electrical contractor, B&M is a licensed engineering firm, which provides our customers with access to a single resource capable of addressing all aspects of the project, including interfacing with RMP connections and requirements. This is a distinctive skill set that differentiates us from the competition.

B&M is a performance driven company with a strong reputation for delivering high quality work within the established schedules and budgets. Our commitment to performance based contracting is best demonstrated by the fact that our team utilizes work management systems to track the time and quality of all of our work activities. This information is shared with our clients for the sole purpose of evaluating our performance. B&M has worked with municipalities and utilities to construct and/or maintain over 400,000 street lights.

The key to successfully completing a large scale upgrade of a street light system is to utilize proven practices for the planning and execution for the upgrade activities. B&M uses documented standard operating procedures for job planning, material management, field execution, quality control, cost control, reporting and safety with particular emphasis on monitoring individual performance to achieve the established schedule and budgetary objectives.

Project Team / Resumes

B&M has been highly successful using an integrated team approach on large LED conversion projects with a single point of accountability and authority residing with the project manager. This integrated approach ensures regular communication and feedback between material, personnel, schedulers, and

the LED conversion crews which will maximize productivity of the team.

The structure and positions of the B&M team for this project are shown on the organization chart below. B&M has assembled a highly qualified and experienced team that is committed to providing West Jordan with an outstanding project.



Division Manager

James Bleak will be responsible for ensuring all members of the B&M team are fully adhering to the contractual obligations, budgetary constraints and schedule for the project. Mr. Bleak will also perform site inspections to confirm that LED conversion activities are completed in accordance with the specifications and construction standards for the project. Mr. Bleak will be available at least 50% of the time if not more.

Project Manager

Ryan Hall will be responsible for directing and managing all phases of the project to ensure that it is completed on time and within budget. Mr. Hall will serve as the point of contact for West Jordan to resolve all field and account issues. He will attend progress meetings with West Jordan to report on project performance. Mr. Hall will be available 100% of the time to this project.

Project Coordinator

Wade Long will serve as the on-site resource to coordinate the material handling and crew assignments. He will have direct communication with B&M field operations on a daily basis to monitor the status of the work. Mr. Long will be available 100% of the time to this project.

IT/GIS Specialist

Marcus Kaller will serve as the point of contact for the GIS development, including determining the most effective and efficient means of collecting and exchanging information with West Jordan. B&M has a full in-house team dedicated to GIS and mapping. Mr. Kaller will be available 100% of the time to this project.

Health & Safety

Greg Martin will direct the B&M safety program for the project. He will work with the project team to develop a comprehensive safety plan which ensures the safety of employees, the public and the environment. Mr. Martin will conduct work site inspections to verify that B&M and West Jordan safety standards are being met, including the procedures applicable to the proper disposal of old fixtures. Mr. Martin will be available at least 50% of the time if not more.

Experience, References and Qualifications

Listed below are several street light upgrades projects we have completed. As a nationally recognized expert in the street lighting industry, B&M has been actively participating in solid state street light (LED) projects for the Department of Energy (DOE), the Mid America Regional Council (MARC) and numerous cities and electric utilities. In the course of completing these LED projects, B&M has worked with a variety of manufactures. We fully understand the unique challenges associated with LED upgrade projects.

B&M Street Light Upgrade Projects

Customer	Date	Role	Project Details
Salt Lake City (UT) David Pearson 801-483-6738	2010- Ongoing	Prime Contractor	Completed over 2,900 LED conversions, both cobra head and decorative fixtures (Holophane, Cree, Lighting Science, and Phillips). Ongoing city wide conversion project

City of Midvale (UT) Phillip Hill 801-567-7214	2013- 2014	Prime Contractor	Installation of 310 new street light assemblies with LED fixtures (Cree). Scope of work included coordination and logistical planning, warehousing and material management, installation by multiple crews (both overhead and underground wiring) and performance tracking/reporting.
City of Riverton (UT) Nathan Page 801-208-3136	2011- 2012	Prime Contractor	LED Conversion of 220 cobra head fixtures (Lighting Science and Phillips). Material furnished by City. Project completed on schedule and within budget.
City of West Jordan (UT) Timothy Peters 801-569-5722	2011	Prime Contractor	LED conversion of 428 decorative and cobra head fixtures (Phillips). Material furnished by City. Project completed on schedule and within budget.
City of Holladay (UT) Clarence Kemp 801-527-3890	2011	Prime Contractor	LED conversion of 113 fixtures (Beta/Cree). Material furnished by City. Project completed on schedule and within budget.
Staker & Parsons (UT) Shirley Turja 801-258-3900	2010- 2011	Sub Contractor	Installation of 114 new arms and cobra head LED fixtures (Beta/Cree) on wood poles for road reconstruction in the city of Sandy, UT. Project completed on schedule and within budget.
City of Arlington (TX) Opterra Eric Cox 913-225-7097	2014- 2015	Sub Contractor	LED conversion of 10,462 fixtures (Leotek). Project completed on schedule and within budget.

Capacity to Perform the Contract

B&M has over 350 direct hired employees located in our US operations consisting of engineers, maintenance and construction specialists and information technology experts. Our crews are comprised of qualified tradesmen, experienced with providing services for street light systems, traffic signals and electrical distribution systems.

B&M has in-house IT personnel knowledgeable of GIS software and database systems. In addition, B&M operates a 24/7 dispatch center for our street light and utility customers.

B&M maintains a comprehensive fleet to satisfy the demands of the most complex projects. This fleet includes bucket trucks, digger derricks, cranes, pressure diggers, boring machines, pickup trucks, backhoes, trenchers and flatbed trucks. In addition, we have customized trailers for LED conversion projects, which allow our crews to be highly productive. All in-field vehicles and equipment are easily identified with our company logo.

Safety is the number one priority on all of our projects as evidenced by our exceptional safety record. We have a full time Safety Manager responsible for ensuring that our safety program is implemented consistently throughout our projects. Our employees are trained to meet both B&M and customer safety requirements. We have customized our Safety plans to address the specific challenges frequently encountered in delivering construction and maintenance services for street light assets.

Yearly Safety Statistics	2014	2013	2012
EMR	.80	.86	1.03
Average # of Employees	225	171	159
Hours Worked	441,004	341,425	348,589
Fatalities	0	0	0
Lost Time Injuries	0	0	0

Methodology and Operational Plan

The success of a large LED upgrade project is directly related to the productivity of field crews. B&M will undertake a number of activities designed to maximize productivity prior to mobilization. Specifically, B&M will utilize our proven processes to minimize travel time, efficiently transport material, streamline fixture replacement schedules, and monitor the production rates of field personnel.

Assign LED Upgrade Work to Crews

Each week, crews will be issued their work assignments with a clear understanding of the required productivity. Using the agreed upon geographic sequence for LED conversion activities, established during the initial coordination meetings, the project team will create two week look ahead schedules. These schedules will detail the location and projected production rates of our field crews, making adjustments for local events and inclement weather.

Traffic Control Requirements

The B&M Project Coordinator will work with the field crews to identify the specific traffic control needs associated with the weekly work assignment. Traffic control shall be performed in accordance with the requirements.

LED Installations

Each crew will be trained on the proper installation of the LED fixtures. The most critical element is the procedure for properly orienting the fixture and photocell. The fixture must be level despite the contour of the roadway. Owner provided photocells, where necessary, will be installed and oriented in a northerly direction thereby ensuring that the LED fixtures turn on at dusk. Owner provided shorting caps, where necessary, will be installed on master controlled circuits. Decorative lenses will be wiped clean prior to installing. In-line fuses will be installed with all new fixtures and retrofit kits, if needed.

Each crew will be easily identifiable in the field, using a bucket truck pulling a customized trailer for staged materials. The group LED installation activities identified in the RFP will be completed for each light.

B&M will be actively performing quality control measures throughout the project including:

- Alignment of fixture to ensure even distribution of lighting to the road surface
- Covering of the photocell to check that the LED fixture is operational
- Visual inspection from street level to ensure the installed LED fixture is aligned
- Validation of data collected by field personnel

Material Management Plan

Material management is a critical component of the project. B&M will work closely with West Jordan to ensure that LED fixtures and other West Jordan provided materials are readily available to our crews.

This plan and subsequent discussions will include:

- Warehousing and staging areas
- Logistics and scheduling of all West Jordan provided street lighting materials
- Corrective action procedures for damaged or deficient fixtures and materials
- Process for handling and disposing of packaging and old street light material (cardboard, fixtures, lams, photocells, etc.)

Disposal Plan

B&M has established practices for managing environmental issues encountered with street light conversion projects. A key issue is the handling and management of removed street light fixtures. Our crews are trained to handle the removed HPS and MH fixtures carefully in order to avoid any breakage. The customized trailers that B&M uses have special storage areas for the removed fixtures that will minimize the potential for breakage of glass or lamps during transport. Once at B&M's warehouse, our material handler will carefully remove fixtures from our trailers and begin disassembling them for recycling.

All ballasts and capacitors will be checked for PCB labeling. Any components containing PCB will be stored in a clearly labeled, steel drum, with a secure lid. Once the drum is full or project is complete,

B&M will schedule a pickup with a waste management group to dispose of these properly.

All non-Alto lamps will be removed from the old fixtures and placed in a large Gaylord pallet-sized, heavy-wall cardboard box. Should any non-Alto lamps break during the course of handling, standard procedures will be followed, placing the broken material into a sealed plastic bag before being placed in the cardboard box. All other by-products (Alto lamps and photocells) will be disposed of daily with normal waste at the B&M warehouse.

Customer Service Plan

B&M will conduct initial coordination conferences with the project representatives from West Jordan in advance of the field construction phase of the project. Based on our past experience, B&M has found that effective pre-planning meetings have resulted in the most successful projects as well as elevated customer service results.

Communication Plan

During the initial coordination conference, B&M will work with West Jordan to draft a communication plan which defines:

- Authorized representatives who will serve as points of contact
- The format and frequency of reporting and progress meetings
- Process for communicating changes to the scope of work or project schedule
- Community relations plan and protocol to address public inquiries, including a project fact sheet with a phone number for obtaining additional information

Public Relations Plan

Copies of the project fact sheet, developed during the initial coordination conferences, will be distributed to the field personnel. The crews will be instructed to distribute the fact sheet when engaged by residents and encourage them to call West Jordan with further questions. B&M offers a 24/7 Call Center where representatives, with scripted responses to frequently asked questions, can respond to resident concerns as well as emergency services and support.

Health & Safety Plan

B&M will prepare a Health & Safety plan which assesses the specific safety and environmental hazards associated with the project. Key items to be addressed include traffic control, working in hot zones, handling/disposal of lamps, and personnel safety at all times.

Quality Control Plan

B&M believes that all managers and supervisors are responsible for the successful implementation of the quality control initiatives defined for a project. Prior to the commencement of the project, B&M will create an Inspection Test Plan (ITP) for each major component of the project including material handling, data collection, and fixture upgrade. The ITP establishes levels of review for processes and workmanship, which ensure the delivery of high quality service to our clients. Throughout the course of the project, B&M's Division Manager will perform random audits of the work product. If the audits demonstrate issues, corrective action will be implemented, including re-training or termination of employees, if necessary.

Coordination with RMP

B&M will coordinate all installation and connection specifics directly with RMP. This will include updated mapping, numbering, voltage and fixture information.

Cost

Please see separate sealed envelope per RFP requirements

Schedule

B&M is certain the project will be completed within the specified schedule of 365 days from the receipt of the Notice to Proceed, subject to the availability of LED fixtures from West Jordan. If the LED fixtures are available, B&M can work with West Jordan to accelerate the schedule by supplementing additional crews where necessary.

B&M, in conjunction with West Jordan, will review the fixture replacement schedule and define the overall objectives to be achieved during the project. B&M will use the output of this effort to prepare a master schedule and identify milestones for the LED conversion project, subject to final approval by West Jordan.

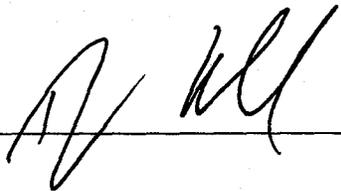
Litigation Actions

No litigations to be reported.

Ryan Hall

Black & McDonald

Manager of Street Lighting Services



City of
West Jordan, Utah

Request for Proposal:

**West Jordan Contracted Services for Installation of
City Supplied LED Street Lights**

PW1266 LED Street Light Installation

RFP Due: December 7, 2015 at 11:00 am



REQUEST FOR PROPOSAL

West Jordan LED Street Lights

1. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

Our intent with this request for proposal is to enter into a contract with an electrical contractor who will establish a relationship with city staff, material provider and Rocky Mountain Power in order to replace the existing luminaires with LED luminaires on the existing poles located on all arterial and collector and subdivision streets throughout the City of West Jordan, however; the city makes no guarantee to the actual quantity installed. It is anticipated that this **RFP will result in a contract awarded to one contractor, however, the City reserves the right to use the City's electrical staff on a limited basis to expedite the change-out process.**

This work is anticipated to occur over a period of 12 months in several phases. The City is most interested in accelerating that schedule provided product can be obtained by our suppliers and the contractor can properly execute the components of the contract in a shorter period of time; however, additional compensation will not be available for an accelerated schedule. This RFP is for the removal of the existing luminaires and the replacement with the city supplied LED luminaires. For the Sternberg residential streetlights, the contractor is to coordinate the work with Rocky Mountain Power prior to switching out the luminaire and after the installation of the new city supplied LED luminaires in order to obtain the maximum rebate available. The contract shall include, but is not limited to the following:

- Coordination with the City of West Jordan staff - including scheduling, development of a work plan, and daily progress reports of work completed and issues encountered.
- Pre-coordination with Rocky Mountain Power, including verification of pole numbers and locations where luminaires are to be replaced for the Sternberg residential fixtures. The City is coordinating the other fixtures separately.
- Prepare all documentation required to receive maximum reimbursement of funds from Rocky Mountain Power on behalf of the City of West Jordan for the Sternberg residential fixtures. The City is coordinating the other fixtures separately.
- Provide administrative support required to process and receive all available rebates from Rocky Mountain Power for the Sternberg residential fixtures. Applications for rebates shall be completed in increments or phases, as the project proceeds.
- Any and all required permitting and traffic control for the removal of the existing luminaires and installation of the new city supplied LED luminaires. All traffic control shall be in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
- Provide Traffic Control plans as necessary to be reviewed and approved by the city's Traffic Engineer and obtain all required traffic and street permits.
- Participate in the development of community outreach and notification plan to ensure project awareness and minimize neighborhood disturbance.
- Picking up the new city supplied LED luminaires from the supplier, Codale, at 5225 W. 2400 S., Salt Lake City, Utah or at the West Jordan Public Works Complex

at 8030 S. 4000 W., West Jordan, UT. Coordinate pick up location a minimum of 48-hours in advance of pick-up with both the City and Codale.

- Manage deliveries and staging of material to the site including any secured storage considerations. Contractor shall obtain approval from the Public Services manager prior to storing any equipment or material in the right-of-way, or on city property.
- Ensure each newly installed luminaire has been tagged with the correct sticker consistent with American National Standard for Roadway Lighting Equipment ANCI C135.15 and the information as noted below:
 - Manufacturer's name and catalog number
 - Month and year of manufacture
 - Line input voltage
 - Frequency if other than 60 hertz
 - Driver type, if applicable (may be on driver if readily visible)
 - Photocontrol voltage, if different from line voltage
 - Source type, wattage and voltage (may be on driver if readily visible)
 - Descriptive wiring diagram showing input terminals, driver, ballast, capacitors, starting aid, photo control receptacle, lamp, and the like, as necessary
 - Plant location
 - Input power consumption
 - Driver output current
 - Driver output adjustment
 - IEC IP rating
 - Correlated color temperature (CCT)
 - IES light distribution type
 - IESNA TM-15 BUG ratings
 - Serial number
- Mobilization for the removal of the existing luminaires and replacement of the city-supplied new LED luminaires – this is anticipated to be completed in several phases.
- “Old” luminaires which are removed are to be replaced within the same shift – leaving no pole without a luminaire during any evening.
- Installation of the new city supplied LED luminaires including all electrical connections to make the new units operational. Provide all necessary equipment, hardware, adapters and any other materials necessary for a quality installation.
- City shall meet with the contractor to review installation, work safety, public safety and waste material handling procedures and requirements.
- Test lights to ensure that they work and identify locations where repair needs assistance by city staff or Rocky Mountain Power.
- Attend weekly progress meetings with city staff.
- Train the city personnel, where applicable, in all aspects of routine operation, maintenance and safety of the LED luminaires installed.
- Properly recycle or properly dispose of the “old” luminaires. Prepare and manage appropriate waste disposal facility and facilitate proper disposal facility of waste material including old luminaires. All excess property for this job shall become the property of the contractor and shall be legally and properly disposed as appropriate in a manner which meets city requirements.

- Verification visits/inspections with Rocky Mountain Power and the City of West Jordan staff to confirm completion and obtain final completion to the satisfaction of West Jordan and Rocky Mountain Power – this is anticipated to take place through several phases.
- Provide electronic post-construction GIS records for all street lights in the city at no additional cost to the City, which shall include at a minimum all information provided in the replacement plan as well as locations in a GIS format (+/- 1 meter) location street address, hyperlinks to nameplate images of luminaires replaced and other associated attributes, as noted below:
 - Manufacturer's name and catalog number
 - Month and year of manufacture
 - Line input voltage
 - Frequency if other than 60 hertz
 - Driver type if applicable (may be on driver if readily visible)
 - Photocontrol voltage if different from line voltage
 - Source type, wattage and voltage (may be on driver if readily visible)
 - Descriptive wiring diagram showing input terminals, driver, ballast, capacitors, starting aid, photo control receptacle, lamp, and the like, as necessary
 - Plant location
 - Input power consumption
 - Driver output current
 - Driver output adjustment
 - IEC IP rating
 - Correlated color temperature (CCT)
 - IES light distribution type
 - IESNA TM-15 BUG ratings
 - Serial number

West Jordan anticipates replacing LED street light products for the following street types:

- Arterials and collectors: *Approximately 875 units of the Leotek cobra head luminaires with photo cells. Of those, approximately 722 will require tenon installations as well.*
- Residential/Subdivisions: *Approximately 3514 Sternberg acorn lights with photo cells.*

This RFP is designed to provide interested companies with sufficient basic information to submit proposals that meet minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Companies are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement; however, voluminous or overly elaborate proposals are discouraged.

In addition to the specific technical data for roadway luminaire installations listed within this RFP, companies are invited to recommend any additional services available from the company that may be helpful to the City; however, these additional products and/or services must be directly related to roadway lighting.

2. CITY CONTACT INFORMATION AND RFP REFERENCE NUMBER

The City of West Jordan is the issuing entity for this document and all subsequent addenda relating to it. The reference number for the transaction is "**PW1266 LED Street Light Installations**". This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

There shall be NO contact made with members of the West Jordan City Council, the Mayor or any other City official other than Purchasing Agent, Paul Wellington regarding this Request for Proposal (RFP).

RFP Due Date: December 7, 2015 11:00 AM

City Recorders Office:
8000 S. Redwood Road
West Jordan, UT 84088
(801) 569-5116 office

3. IMPORTANT DATES*

- RFP Publication Date: November 23, 2015
- Questions Due: December 1, 2015
- Responses to Questions: December 3, 2015
- RFP Submittals Due: December 7, 2015
- Decisions or awards: December 16, 2015
- Estimated start date: January 4, 2016 (subject to product availability)
- Estimated completion date: December 30, 2016

***Note the City of West Jordan reserves the right to adjust this schedule at its sole discretion**

4. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP shall be e-mailed directly to Paul Wellington (paulwe@wjordan.com), not later than 2:00 pm on December 1, 2015.

There shall be NO contact made with members of the West Jordan City Council, the Mayor or any other official other than Purchasing Agent, Paul Wellington regarding this Request for Proposal (RFP).

5. SUBMITTING PROPOSALS

Proposals must be delivered to:
CITY OF WEST JORDAN
City Recorders Office
8000 South Redwood Road
West Jordan, Utah 84088

RFP DUE DATE: December 7, 2015 11:00 AM

- RFP must be delivered in a sealed envelope.
- Provide six (6) paper copies and one electronic copy (thumb drive) of the submittal, along with a Fee Proposal in a separate sealed envelope.
- Label the outside of your envelope: PW1266 RFP **LED Street Light Installation**
- Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile or email.
- A description of the project team and the qualifications of the firm to complete this project. Identify the availability of the project personnel by showing the percent of time the team members have to work on this project. (Resumes of each project team member should be included in proposal appendix).
- The detailed scope of work prepared by the consultant, methodologies recommended, and a summary of the deliverables to be provided to the City.
- A proposed schedule to complete the scope of work.
- A summary spreadsheet outlining each step of the project and how each step will be managed. An hourly breakdown of each major task and personnel assigned to each task is required.
- ***Fee Proposal to be submitted in a separate sealed envelope.***
- Past experience, including projects completed and reference/contact information for the cities served.
- A City conflict of interest form must be filled out and returned with the proposal (does not count toward the ten page total).

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the companies.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Electronically transmitted RFPs will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feed-back from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

Proposals must remain valid for a minimum of 120 days from the date of proposal opening.

6. STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, West Jordan's standard terms and conditions. The term of the contract will be for two years; however, the contract may be terminated by either party, in advance of the specific termination date, based upon the termination terms and conditions included in the standard terms and conditions. In addition, the City may extend the contract if agreeable to both parties.

It is the intention of the City to issue a contract to the company whose proposal is deemed to be the most advantageous and in the best interest of the City. However, the City reserves the right to reject all proposals and does not guarantee to any award based upon this RFP.

7. WORKING CONDITIONS

The contractor acknowledges that the City area is subject to inclement weather conditions including but not limited to snow, high velocity winds, fog, rain, heat and flooding. In such situations involving inclement weather, Contractor agrees to make all reasonable efforts to continue to operate in a safe manner. In the event Contractor is unable to provide service as a result of weather problems or other "Acts of God", Contractor shall notify City of the situation immediately when it becomes known, or should reasonably be known by Contractor, and shall establish a contingency plan agreeable to both the City and the Contractor. The Contractor shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

8. ASSIGNMENT

Contractor shall not assign or subcontract any portion of its obligations under the Contract without the prior written consent of the City. Assignment or subcontracting shall in no way relieve the Firm of its obligations under the Contract. All work shall be performed under the direction and supervision of a licensed master or journeyman electrician, meeting all current requirements of the State of Utah DOPL. The master or journeyman electrician shall have certification card in possession at all times work is taking place on this proposed project.

9. DISCUSSIONS WITH COMPANIES (ORAL PRESENTATION)

An oral presentation by a company to clarify a proposal may be required at the sole discretion of West Jordan. However, West Jordan may award a contract based on the initial proposals received without oral presentations. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the company's expense.

10. PROTECTED INFORMATION

All companies may mark specific information contained in their proposal they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the City and will not be returned.

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:
(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);
(2) Commercial information or non-individual financial information obtained from a person if:

- (a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
- (b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
- (c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see proposals submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the company must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to West Jordan*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit a "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements will not be protected.** An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

The company must clearly identify each occurrence of protected information by specific location within the proposal.

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and may be considered non-responsive if marked as such.

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

11. INCURRING COSTS

West Jordan City will not be liable for any cost that companies may incur in the preparation of their proposals. Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither required nor desired.

12. RIGHT TO REJECT

The City of West Jordan reserves the right to reject any or all proposals in full or in part and to waive any informality or technicality in any bid in the interest of the City of West Jordan.

13. RECORD KEEPING AND AUDIT RIGHTS

The Contractor shall be responsible to maintain accurate accounting records for all services provided herein and shall retain all records for a period of at least three (3) years following termination of the contract. Upon reasonable notice and during normal business hours, the City or any of its duly authorized representatives shall have access to and the right to audit any records or other documents pertaining to the contract. The City's audit rights shall extend throughout the term of the contract and for a period of at least three (3) years thereafter.

14. PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Proposals must include a brief summary of the company's experience and qualifications, including a list of current contracts within the State of Utah.

Proposals must include at least five (5) references from contracting cities, counties, or districts. The City will only consider proposals from companies that demonstrate they meet the following background requirements:

- 1) 5 years of streetlight installation and/or maintenance in the State of Utah.
- 2) List of projects similar in scope to this proposed project in West Jordan which requires complete luminaire replacement.
- 3) A minimum of two projects for converting a minimum quantity of two hundred fifty roadway luminaires (per project) to LED for energy efficiency.
- 4) References (3-5 references) shall include:
 - a) Contracting Agency
 - b) Contracting Agency Project Manager
 - c) Contracting Agency contact information (name, phone and e-mail)
 - d) Contract amount
 - e) Date of contract
 - f) Date of completion
 - g) Number of luminaires replaced

15. WARRANTY

- For this contract, workmanship shall be guaranteed for a period of not less than two years upon final acceptance by the City of West Jordan.
- A warranty of two years must be available, and any additional cost for this warranty must be listed in the Proposal. If defective workmanship occurs, the City shall have the option of the following actions at the discretion of the Public Works Director:
 - Charging the company for all equipment and labor costs associated with corrective work as a result of defective workmanship.
 - Refund from the company of the defective workmanship at the full purchase price

- Warranty period begins upon project acceptance by Rocky Mountain Power and West Jordan City. It is anticipated that the work will be completed and officially accepted in phases.

16. PROPOSAL RESPONSE FORMAT

All proposals must include the following:

Proposal Form. West Jordan's Proposal form completed and signed.

Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

A complete narrative of the company's assessment of the work to be performed, the company's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the company's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed. A specific point-by-point response, in the order listed, to each requirement in the RFP.

Experience, references and qualifications. Individually list projects of similar scope. Include at a minimum, the following:

References (3-5 references) shall include:

- Contracting Agency
- Contracting Agency Project Manager
- Contracting Agency contact information (name, phone and e-mail)
- Contract amount
- Date of contract
- Date of completion
- Number of luminaires replaced

Capacity to perform the contract. Explain in detail how your agency has the capacity to perform to a high standard for this proposed project.

Methodology and Operational Plan. Include a detailed plan on how the work would be executed, including a list of resources and draft schedule to complete the work within 365 calendar days.

Customer Service Plan. Include a detailed plan on the manner in which service issues will be addressed, hours of operation, contact, and experience with customer service – including coordination with Rocky Mountain Power.

Cost. Include the completed cost sheet which includes an individual cost per each unit. The quantity of luminaires proposed for replacement in the schedule must be equal to the total number of existing luminaires in each line item.

Also include the hourly rate for city requested labor, outside the scope defined in fixture replacement. Materials for such work will be provided by the city of West Jordan.

The pricing shall be complete and shall include the following:

- Coordination with the City of West Jordan staff – including scheduling, development of a work plan, and daily progress reports of work completed and issues encountered.
- Pre-coordination with Rocky Mountain Power, including verification of pole numbers and locations where luminaires are to be replaced.
- Prepare all documentation required to receive maximum reimbursement of funds from Rocky Mountain Power on behalf of the City of West Jordan.
- Provide administrative support required to process and receive all available rebates from Rocky Mountain Power. Applications for rebates shall be completed in increments or phases, as the project proceeds.
- Any and all required permitting and traffic control for the removal of the existing luminaires and installation of the new city supplied LED luminaires. All traffic control shall be in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
- Provide Traffic Control plans as necessary to be reviewed and approved by the city's Traffic Engineer and obtain all required traffic and street permits.
- Participate in the development of community outreach and notification plan to ensure project awareness and minimize neighborhood disturbance.
- Picking up the new city supplied LED luminaires from the supplier, Codale at 5225 W. 2400 S., Salt Lake City, Utah or at the West Jordan Public Works Complex at 8030 S. 4000 W, West Jordan.
- Manage deliveries and staging of material to the site including any secured storage considerations. Contractor shall obtain approval from the Public Services manager prior to storing any equipment or material in the right-of way, or on city property.
- Ensure each newly installed luminaire has been tagged with the correct sticker consistent with American National Standard for Roadway Lighting Equipment ANCI C135.15 and the information as noted below:
 - Manufacturer's name and catalog number
 - Month and year of manufacture
 - Line input voltage
 - Frequency if other than 60 hertz
 - Driver type if applicable (may be on driver if readily visible)
 - Photocontrol voltage if different from line voltage
 - Source type, wattage and voltage (may be on driver if readily visible)
 - Descriptive wiring diagram showing input terminals, driver, ballast, capacitors, starting aid, photo control receptacle, lamp, and the like, as necessary
 - Plant location
 - Input power consumption
 - Driver output current
 - Driver output adjustment
 - IEC IP rating
 - Correlated color temperature (CCT)
 - IES light distribution type
 - IESNA TM-15 BUG ratings
 - Serial number

- Mobilization for the removal of the existing luminaires and replacement of the city-supplied new LED luminaires – this is anticipated to be completed in several phases.
- “Old” luminaires which are removed are to be replaced within the same shift – leaving no pole without a luminaire during any evening.
- Installation of the new city supplied LED luminaires including all electrical connections to make the new units operational. Provide all necessary equipment, hardware, adapters and any other materials necessary for a quality installation.
- City shall meet with the contractor to review installation, work safety, public safety and waste material handling procedures and requirements.
- Test lights to ensure that they work and identify locations where repair needs assistance by city staff or Rocky Mountain Power.
- Train the city personnel, where applicable, in all aspects of routine operation, maintenance and safety of the LED luminaires installed.
- Attend weekly progress meetings with city staff.
- Properly recycle or properly dispose of the “old” luminaires. Prepare and manage appropriate waste disposal facility and facilitate proper disposal facility of waste material including old luminaires. All excess property for this job shall become the property of the contractor and shall be legally and properly disposed as appropriate in a manner which meets city requirements.
- Verification visits/inspections with Rocky Mountain Power and the City of West Jordan staff to confirm completion and obtain final completion to the satisfaction of West Jordan and Rocky Mountain Power – this is anticipated to take place through several phases.
- Provide electronic post-construction GIS records for all street lights in the city at no additional cost to the City, which shall include at a minimum all information provided in the replacement plan as well as locations in a GIS format (+/- 1 meter) location street address, hyperlinks to nameplate images of luminaires replaced and other associated attributes, as noted below:
 - Manufacturer's name and catalog number
 - Month and year of manufacture
 - Line input voltage
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 - Source type, wattage and voltage (may be on driver if readily visible)
 - Descriptive wiring diagram showing input terminals, driver, ballast, capacitors, starting aid, photo control receptacle, lamp, and the like, as necessary
 - Plant location
 - Input power consumption
 - Driver output current
 - Driver output adjustment
 - IEC IP rating
 - Correlated color temperature (CCT)
 - IES light distribution type
 - IESNA TM-15 BUG ratings
 - Serial number

Schedule. This work is anticipated to occur over a period of 12 months. However, the City is most interested in accelerating that schedule provided product can be obtained by our suppliers and the contractor can properly execute the components of the contract in a shorter period of time. However, additional compensation will not be available for an accelerated schedule. The proposal shall include a detailed schedule noting the proposed days and hours of work.

Litigation actions. Proposals must include a summary of all litigation actions (within the State of Utah) involving your company within the last five years.

17. ACCEPTANCE

It is anticipated that the project will be completed in several phases over 12 months. Payment requested for completed portions will only be accepted for processing when new LED luminaires have been installed, inspected and approved by city staff and Rocky Mountain Power. See attached sheet at the end of this document for acceptance format.

18. PROPOSAL EVALUATION CRITERIA

Only contractors who are Rocky Mountain Power Energy Efficiency Alliance participants and meet the criteria listed in this RFP will be evaluated.

The evaluation process shall be based solely on the evaluation factors (and their relative importance) listed below:

WEIGHTED EVALUATION CRITERIA

- 25% Experience, references and qualifications
- 25% Capacity to perform the contract
- 10% Schedule - including methodology and Operational Plan
- 10% Customer Service Plan
- 30% Cost

Proposals will be evaluated by City staff, and recommendations developed for consideration by City Council. The goal will be to identify the lowest responsive and responsible contractor whose proposal meets the proposal criteria.

The City reserves the right to reject any or all proposals and to waive defects or irregularities in any bid. The City reserves the right to reject any or all proposals for supplemental services, at the City's discretion. The evaluation of "responsive" may include completeness and correctness of submittals, exceptions to the specifications, etc. The City intends that the Contract be awarded within 120 days following receipt of bids.

19. DELAY

In no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other

legal equitable proceedings, or any delay for any cause over which the City has no control, and further, Contractor agrees to indemnify and hold harmless City from any claims, suits, actions, or causes of action resulting from or arising out of delays or interruption of service which is not caused by the actions of the City or over which the City has no control.

Schedule delays must be authorized by the City Public Works Director. Delays may be considered for severe weather, unsafe working conditions over which the Contractor has no control, and approved holidays as set forth herein. Delays caused by equipment failure shall be corrected within (24) twenty-four business hours.

20. CONTRACTOR'S EMPLOYEES

The Contractor agrees to screen all employees involved in providing service under this agreement to ensure adequate protection of persons and properties in the City. Screening shall include immigration status (as applicable), criminal and driving records, and drug testing at a minimum.

Contractor agrees to prohibit any employee from working while under the influence of alcohol, drugs or while otherwise impaired, and to prohibit drinking of alcohol beverages by Contractor's drivers and crew members while on duty or in the course of performing their duties under this contract.

Contractor's employees shall be required to wear clean uniforms bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Employees driving the Contractor's vehicles shall at all times possess and carry a valid driver's license issued by the State of Utah having a class required for the operation of the collection vehicle. Employees shall observe and obey all applicable Federal, State, and local rules, laws, and traffic regulations in the performance of this agreement. Contractor's employee, officers, agents and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

21. CUSTOMER SERVICE

It shall be of the utmost importance that the services required under this contract be provided in a friendly, reasonable, and responsive manner sufficient to develop and sustain adequate public acceptance and support of Contractor's services. As a condition of accepting this contract, Contractor assures that service will be performed in this manner and agrees to adhere to the following:

The Contractor shall maintain a local telephone line. The Contractor shall have a clerk available to receive instructions from a City representative and to receive and process inquiries from the public during the business hours of 7 AM to 5 PM, on regular business days Monday through Friday, excluding approved holidays for the term of the contract. The Contractor will provide a 24 hour 365 day emergency telephone number that can be used to reach a supervisor. The Contractor shall have on duty on all installation days at least one (1) qualified supervisor to be in the field when the LED installations are taking place, to ensure a

courteous, prompt, and efficient method for this project. The Contractor shall resolve all complaints regarding services in a prompt, courteous and expeditious manner.

22. INSURANCE

Required coverage: The Contractor shall at all time during the contract maintain in full force and effect workers compensation, public liability and property damage insurance as provided herein.

Ratings and limits: All insurance shall be by insurers having a Best rating of A or higher and for policy limits acceptable to the City and shall name the City as an additional insured entity. Before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice shall be given the certificate holder.”

For the purpose of this contract, the Contractor shall maintain liability and workers compensation insurance policies the (minimum) limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers compensation	Statutory
Bodily injury liability	\$2,000,000 each occurrence
Automobile liability	\$2,000,000 each occurrence
General liability (Personal injury and property damage)	\$2,000,000 each occurrence
Excess Umbrella liability	\$3,000,000

23. BOND

Performance Bond: Contractor shall execute and deliver to the City a performance bond with a satisfactory corporate entity, conditioned upon the faithful performance of this contract. The performance bond shall be in the amount of the total cost of the contract, and shall remain in force for the full term of the contract.

This contract shall not become effective until the bond has been delivered to the City and approved by the City Attorney. This contract shall be subject to termination by the City at any time if said bond is cancelled or the surety thereon relieved from the liability for any reason. The term of such performance bond shall be the same as the term of the contract.

Premium for the bond described above shall be paid by the Contractor.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Utah.

14.02 Power of attorney: Attorney-in-fact that signs performance bonds or contact bonds shall file with each bond a certificate and effectively dates copy of their power of attorney.

24. GENERAL REQUIREMENTS

1. Contractor shall submit a schedule to the city for review. Contractor shall generally restrict work to 8 hour work days, Monday through Friday except for all City, State and Federal holidays. However, with advance notice, the PW Director may approve work outside regular work hours.
2. A contract consistent with these specifications will be required. The contract shall include specific performance measures and provisions for termination for failure to perform.
3. The contractor shall be paid in phases. Payment requested for completed portions will only be accepted for processing when new LED luminaires have been installed, inspected and approved by city staff and Rocky Mountain Power.
4. Proposed installation services will follow a route and schedule provided by the contractor and approved by the City. All changes to this schedule must be pre-approved by the City.
5. The contractor shall provide an adequate number of trucks as approved by the City for scheduled services. All equipment must be kept in good repair, appearance, and sanitary condition at all times.
6. Each vehicle must have the contractor's name, phone number, and truck identification number clearly displayed on each side of the vehicle.
7. The contractor must maintain a local office within 25 miles of West Jordan where inquiries and complaints can be made. The office will be equipped with sufficient communications capacity, and shall have a responsible person in charge and available to answer all inquiries during normal working day hours, and an emergency response process after normal business hours.
8. The contractor shall resolve all complaints regarding services in a prompt, courteous, and expeditious manner. Response and reporting requirements will be included in the contract. Contractor's personnel:
 - a. Shall wear clean uniforms bearing the contractor's name.
 - b. Shall maintain a valid Utah Drivers License for the type of vehicle used.
 - c. Shall receive wages equal to or exceeding the minimum hourly wage established by local, State or Federal regulations.
 - d. Persons shall not be denied employment by the contractor for reasons of race, creed, sex, or religion.
9. Default
 - a. The standard for default in performance is one or more of the following:

- i. failure to provide the services indicated for a period in excess of two consecutive scheduled working days, weather permitting;
 - ii. bona fide workmanship related complaints during a month numbering in excess of 0.5 percent of the units.
 - b. If the contractor is found in default of performance, the city may take, at any time, any or all of the following actions or other actions permitted by law:
 - i. The contractor may be given a specified probationary period during which deficiencies outlined in writing are to be resolved to the satisfaction of the city. During this probationary period, the city may withhold ten (10) percent of the payment due to the contractor until deficiencies are resolved.
 - ii. Employ such means, as the city may deem advisable and appropriate to continue work until the matter is resolved and the contractor is again able to carry out operations under this contract.
 - iii. Deduct any and all expenses incurred by the city from any money then due or to become due the contractor and, should the city's cost for continuing the operation exceed the amount due the contractor, collect the amount due, either from the contractor or contractor's surety company or both and also to assert a lien on all assets of the contractor.
 - c. Safety
 - i. Safety Program
 - 1. The bid shall include a summary outline of the safety program and protocols that govern the operations of the bidder. In addition, manuals, policies or other material that describe the safety philosophy and activities of the bidder will be included.
 - d. Authorization
 - i. The bid must be signed by an authorized officer or owner of the company.
 - e. Technical / Operational information:
 - i. Addenda receipt acknowledgement list all addenda received with number and date.
 - ii. List and explain any exceptions to the specifications.
 - iii. Briefly discuss any facts or reasons how and why your company would provide better service.

25. BID AWARD

Staff recommendations will be presented for City Council consideration and tentative award of bid on or about December 16, 2015.

Contract development: Staff will meet and work with the contractor designated in the tentative award to develop a contract implementing the LED streetlight conversion including additional performance and operational conditions and requirements.

26. TERM OF CONTRACT

The successful bidder will be issued a contract for 365 calendar days; however, the contract will be subject to the termination terms and conditions as listed in this document and the project contract.

Experience, references and qualifications. Individually list projects of similar scope. Include at a minimum, the following:
References (3-5 references) shall include:

Contracting Agency: _____
Contracting Agency Project Manager: _____
Contracting Agency contact information (phone and e-mail)
Phone: _____ Email: _____
Contract amount: \$ _____
Date of contract: _____
Date of completion: _____
Number of luminaires replaced: _____

Contracting Agency: _____
Contracting Agency Project Manager: _____
Contracting Agency contact information (phone and e-mail)
Phone: _____ Email: _____
Contract amount: \$ _____
Date of contract: _____
Date of completion: _____
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Phone: _____ Email: _____
Contract amount: \$ _____
Date of contract: _____
Date of completion: _____
Number of luminaires replaced: _____

Attach additional sheets if necessary

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- Provide Traffic Control plans as necessary to be reviewed and approved by the city's Traffic Engineer and obtain all required traffic and street permits.
- Participate in the development of community outreach and notification plan to ensure project awareness and minimize neighborhood disturbance.
- Picking up the new city supplied LED luminaires from the supplier/Codale at 5225 W. 2400 S., Salt Lake City, Utah.
- Manage deliveries and staging of material to the site including any secured storage considerations. Contractor shall obtain approval from the Public Services manager prior to storing any equipment or material in the right-of-way, or on city property.
- Ensure each newly installed luminaire has been tagged with the correct sticker consistent with American National Standard for Roadway Lighting Equipment ANCI C135.15 and the information as noted below:
 - Manufacturer's name and catalog number
 - Month and year of manufacture
 - Line input voltage
 - Frequency if other than 60 hertz
 - Driver type if applicable (may be on driver if readily visible)
 - Photocontrol voltage if different from line voltage
 - Source type, wattage and voltage (may be on driver if readily visible)
 - Descriptive wiring diagram showing input terminals, driver, ballast, capacitors, starting aid, photo control receptacle, lamp, and the like, as necessary
 - Plant location
 - Input power consumption
 - Driver output current
 - Driver output adjustment
 - IEC IP rating
 - Correlated color temperature (CCT)
 - IES light distribution type
 - IESNA TM-15 BUG ratings
 - Serial number
- Mobilization for the removal of the existing luminaires and replacement of the city-supplied new LED luminaires – this is anticipated to be completed in several phases.
- "Old" luminaires which are removed are to be replaced within the same shift – leaving no pole without a luminaire during any evening.
- Installation of the new city supplied LED luminaires including all electrical connections to make the new units operational. Provide all necessary equipment, hardware, adapters and any other materials necessary for a quality installation.
- City shall meet with the contractor to review installation, work safety, public safety and waste material handling procedures and requirements.
- Test lights to ensure that they work and identify locations where repair needs assistance by city staff or Rocky Mountain Power.
- Train the city personnel in all aspects of routine operation, maintenance and safety of the LED luminaires installed.
- Attend weekly progress meetings with city staff.

- Properly recycle or properly dispose of the “old” luminaires. Prepare and manage appropriate waste disposal facility and facilitate proper disposal facility of waste material including old luminaires. All excess property for this job shall become the property of the contractor and shall be legally and properly disposed as appropriate in a manner which meets city requirements.
- Verification visits/inspections with Rocky Mountain Power and the City of West Jordan staff to confirm completion and obtain final completion to the satisfaction of West Jordan and Rocky Mountain Power – this is anticipated to take place through several phases.
- Provide electronic post-construction GIS records for all street lights in the city at no additional cost to the City, which shall include at a minimum all information provided in the replacement plan as well as locations in a GIS format (+/- 1 meter) location street address, hyperlinks to nameplate images of luminaires replaced and other associated attributes, as noted below:
 - Manufacturer’s name and catalog number
 - Month and year of manufacture
 - Line input voltage
 - Frequency if other than 60 hertz
 - Driver type if applicable (may be on driver if readily visible)
 - Photocontrol voltage if different from line voltage
 - Source type, wattage and voltage (may be on driver if readily visible)
 - Descriptive wiring diagram showing input terminals, driver, ballast, capacitors, starting aid, photo control receptacle, lamp, and the like, as necessary
 - Plant location
 - Input power consumption
 - Driver output current
 - Driver output adjustment
 - IEC IP rating
 - Correlated color temperature (CCT)
 - IES light distribution type
 - IESNA TM-15 BUG ratings
 - Serial number

Item No.	Streetlight type to be replaced	Estimated quantity	Price to remove the existing and install the new LED per unit/each	Estimated total cost to remove existing streetlight and replace with LED
1	Sternberg Acorn	3798		
2	Leotek	875		

Item No.	Hourly rate for misc. electrical work not part of typical LED switchover
3	



LED Installation Acceptance/Payment Request Form

Date: _____

Completed by: _____ Phone: _____
(Contractor name and phone number):

Quantity:

- No. of Sternberg units completed per this request: ____
- No of Leotek units completed per this request: ____

Locations(s):

Inspected and approved by:

City of West Jordan: _____ Date: _____

Rocky Mountain Power: _____ Date: _____

Post installation documentation complete and verified by:

City of West Jordan: _____ Date: _____

Special notes (i.e. work needed outside initial scope of work, etc.):

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