

Town of Thompson, Sullivan County, NY
Request for Proposals (RFP) for Engineering/Planning Services to Analyze Lighting
Districts for Modification/Consolidation

BACKGROUND & SCOPE OF WORK

The TOWN OF THOMPSON in Sullivan County, NY is seeking to retain professional engineering and/or planning services to review the current Lighting Districts and make recommendations for modification and/or consolidation. The Town recently completed an LED conversion throughout the Town and purchased all their streetlights from NYSEG and is maintaining them through a separate maintenance agreement. The Town currently has twelve lighting districts, including a townwide general account, that encompasses roughly 800 lights. Of these lights, the majority are decorative streetlight fixtures with the remaining being typical cobraheads. One district will be transferred to the new Village of Ateres at the end of 2025 and will not be included in this study. All of the lights have nodes installed and are controlled by a mobile platform, Signify. A map showing all of the districts is included as Appendix A and an approximate breakdown of each district follows:

District Name	# of lights
Camelot Woods	7
Emerald Green	277
General Townwide	269
Kiamesha Shores	11
Lake Louise Marie	46
Lucky Lake	16
Patio Homes	32
Rock Hill	62
Route 42N	46
Treasure Lake	3
Yeshiva Viznitz	42
Grand Total	811

The Town is requesting proposals from engineering and planning firms to provide an analysis of the current districts and to provide recommendations for modification and/or consolidation throughout the Town. The study should analyze costs to both the town and district residents for administration and maintenance of districts to determine the best recommendations to improve service delivery and cost effectiveness. While streamlining and reducing the number of districts would optimize staff time and resources, some residents may see an increase in costs and therefore the study should address items such as these to ensure the recommendations for redistricting or consolidation result in a fair and equitable outcome.

***** Certified Minority and Women-Business Enterprises (M/WBE) are strongly encouraged to apply*****

PROJECT DETAILS

The purpose of this RFP is to solicit engineering and/or planning firms to review the current streetlight districts and identify potential financial benefits for modification and/or consolidation by reviewing items such as, but not limited to, utility and maintenance costs, administrative costs and district boundaries. The analysis and review shall result in recommendations for modifying district boundaries or consolidating districts. Should modifications or consolidations be recommended, the Town will apply for an implementation grant through CREG to implement the recommendations made. The main deliverable is a feasibility report outlining the pros and cons for district improvements based on financial, technical and governance analyses and recommendations for implementation. Development of Map Plan Reports are not a part of the scope for this project but would be required as part of the Implementation Project.

This project is being funded by a Local Government Citizens Re-Organization Empowerment Grant (CREG) through the New York State Department of State. Should the recommendations identify potential consolidations, the Town will apply for an implementation grant to develop the Map, Plan and Reports and legal documents for district modifications and implementation.

Preference will be given to respondents with familiarity with the Town's infrastructure and who have successfully worked with the Town previously. Minority and women-owned businesses are encouraged to submit responses to the RFP. The Town of Thompson is an Equal Opportunity/ Affirmative Action Employer.

RFP REQUIRED INFORMATION & FORMAT

Proposals should not exceed ten (10) pages in length (excluding cover and section dividers), and should include the following information:

- Transmittal Letter Form (attached at end of this RFP)
- Proposed Scope & Budget
- Firm Summary/Profile
- Summaries of at least three (3) similar projects previously completed, including project budget
- Resumes of key staff that will be assigned to work on the project
- Three (3) client references

EVALUATION CRITERIA

All proposals received will be evaluated and ranked by the Town Board according to the following criteria:

Evaluation Criteria	Points
Past Work Performance	20
Past Experience with Thompson Projects	20
Staff Experience/Qualifications	20
Familiarity with Lighting District Consolidation	20
Ability to work with municipal staff	20
Total	100

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RESERVATION OF TOWN RIGHTS

The Town reserves the right to accept or reject any or all qualifications received in response to this RFP, to waive any irregularities in qualifications received, to request clarification and/or additional information during the evaluation process, to amend or cancel this RFP, to re-advertise for new submittals, and negotiate potential contract terms with the most highly qualified firm. By submitting a qualification response, the respondent hereby authorizes the Town to contact references and make such further investigations as may be in the best interest of the Town. The Town may also negotiate possible contracts to determine the most highly qualified firm to ensure compensation is fair and reasonable based on the project scope, complexity, professional nature, and the estimated value of the services to be rendered.

QUESTIONS

Questions related to this RFP are to be submitted in writing to Jill Weyer, Director of Community Development, via e-mail to jweyer@thompsonny.gov or by phone at 845-794-2500 x304. The deadline for submitting questions is 12 PM EST, Monday, December 1, 2025. Unless otherwise authorized by the Town, respondents are advised that from the date of the release of this RFP until award of the contract, NO contact with Town personnel or Town officials is permitted with respect to this RFP, except to request a copy of the RFP and to submit questions as stated above. Any other contact will result in the disqualification of the respondent's submittal.

RFP SUBMISSION REQUIREMENTS

Electronic submissions via e-mail are highly encouraged. Interested firms should submit an electronic copy of their proposals by close of business on Thursday December 11, 2025 to MARILEE CALHOUN, TOWN CLERK/REGISTRAR marilee@thompsonny.gov. If you prefer to submit paper copies, please submit **two paper copies (one (1) bound and one (1) unbound)** of your proposal by the time and date indicated to MARILEE CALHOUN, TOWN CLERK/REGISTRAR, TOWN OF THOMPSON, 4052 NY RTE. 42, MONTICELLO, NY 12701.

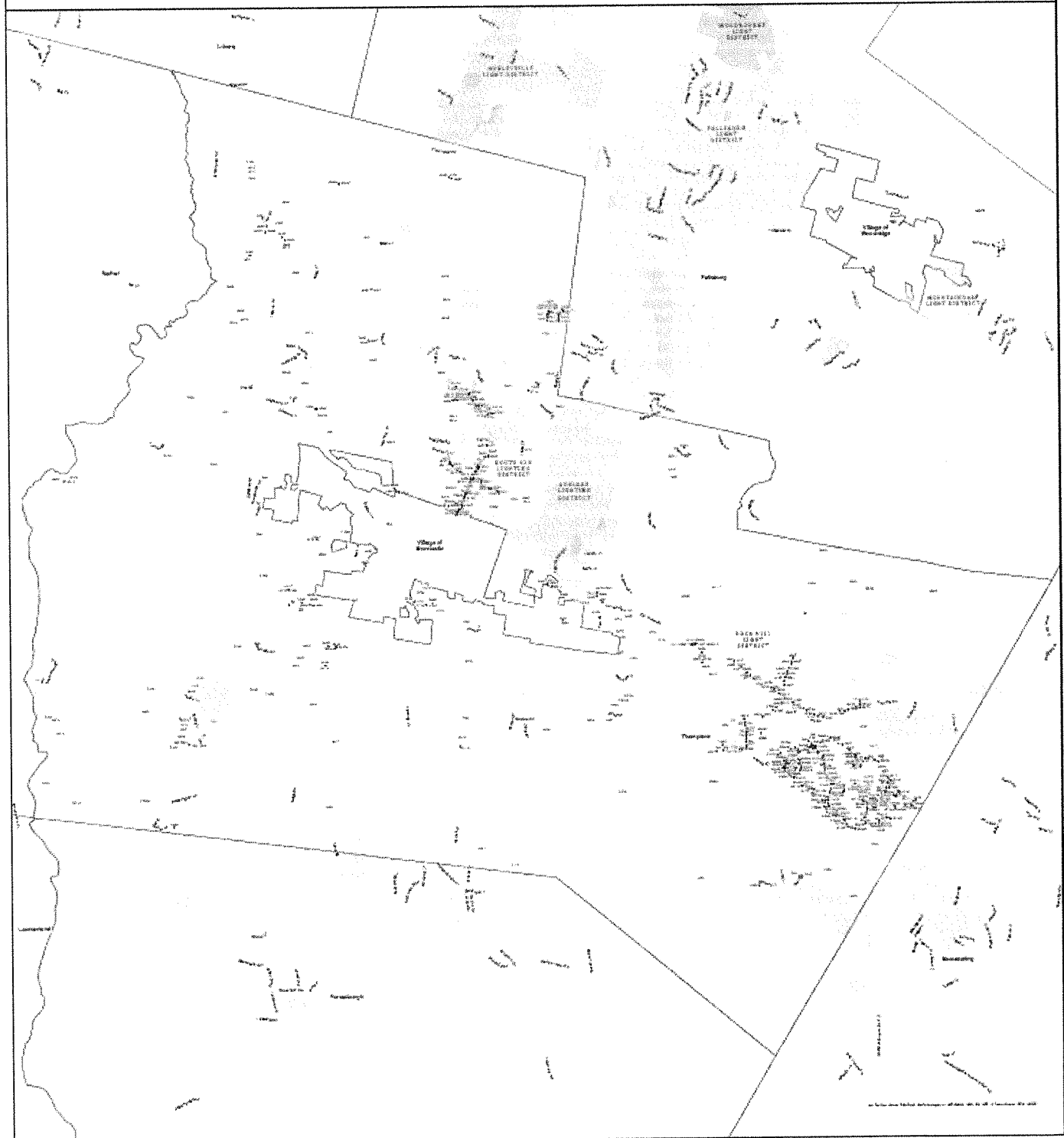
CONTRACT

Upon selection of a finalist firm(s), the Town will initiate contract negotiations with the selected firm(s). If negotiations are unsuccessful, the Town will enter into contract negotiations with the next ranked firm. The Town is under no obligation to contract with any firm that responds to this RFP.

***** Certified Minority and Women-Business Enterprises (M/WBE) are strongly encouraged to apply*****

APPENDIX A

Town of Thompson Light Districts & Street Lights



TRANSMITTAL SHEET

Town of Thompson, Sullivan County, NY

Request for Proposals (RFP) for Engineering &/or Planning Services for
Analyzing Lighting District for Modification/Consolidation

Firm Name: _____

Firm Contact: _____

Phone: _____

Email: _____

BUDGET

Please outline the proposed budget and total project cost below.

Total Project Cost: _____

**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. **DEFINITIONS:** Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:
 - i. "Town" shall mean Town of Thompson.
 - ii. "Board" shall mean the Town Board of the Town.
 - iii. "Supervisor" shall mean Town Supervisor.
 - iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
 - v. "State" shall mean the State of New York.
 - vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
 - vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.
2. **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants to the Town that:
 - i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
 - ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
 - iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
 - iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
 - v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
 - vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
 - vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
 - viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.
 - ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.
3. **PAYMENTS:** The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.
 - i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher

properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.

- ii. Payment shall be made to the Vendor after approval of said voucher by the Town.
 - iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.
4. **APPROPRIATIONS:** If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.
5. **PERFORMANCE OF THIS CONTRACT:** The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.
6. **SINGLE AUDIT PROVISIONS:** If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.
7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.
8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to

ensure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. **NON-DISCRIMINATION:**

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.
- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:
- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
 - ii. **WORKER'S COMPENSATION** and **DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
 - iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
 - iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
 - v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.
12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.
13. **EVENTS OF DEFAULT:** The following events shall constitute an event of default:
- i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
 - ii. The failure of the Vendor to perform any term, provision or covenant of this contract.
 - iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
 - iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
 - v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
 - vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
 - vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
 - viii. It shall be determined that any representation or certification made hereunder shall be false

or shall become untrue.

14. **REMEDIES:**

- i. If the Vendor shall be in default under this contract, the Town at its option may:
 - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
 - (4) Take any other action to protect the interest of the Town.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
 - (6) The remedies provided to the Town are cumulative.
- ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.
- iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

15. **NOTICES:** Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.
16. **BINDING NATURE:** This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.
17. **AMENDMENT:** This contract may be modified only in writing.
18. **ADDITIONAL RIDERS AND APPENDICES:** Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.
19. **FACSIMILE SIGNATURES AND TRANSMISSION:** This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.
20. **SECTOR BIDDER:** Is responsible for all costs and permits and must follow the department of health regulations, Selected bidder is responsible for paying all subcontractors in this project and must provide all prevailing wage documents to the Town of Thompson before they release payment.