

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-12

By-law to enter into an Agreement with Anchor Hydro (1903292 Ontario Inc.) to complete the LED Streetlight Conversion

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**WHEREAS** under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into an agreement with Anchor Hydro (1903292 Ontario Inc.) to complete the LED Streetlight Conversion

**NOW THEREFORE** the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 12th day of February, 2018.

  
MAYOR – ALDO DICARLO

  
MUNICIPAL CLERK – PAULA PARKER

The Corporation of the  
Town of Amherstburg, Ontario



**CONTRACT**

**LED STREETLIGHT  
CONVERSION PROGRAM**

**T01-2017-002**

## PERFORMANCE BOND

No: TCS1820010

Bond Amount: \$1,186,758.21

**1903292 ONTARIO INC.** as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE TOWN OF AMHERSTBURG** as Obligee, hereinafter called the Obligee, in the amount of **ONE-MILLION, ONE-HUNDRED, EIGHTY-SIX THOUSAND, SEVEN-HUNDRED AND FIFTY-EIGHT AND 21/100 Dollars (\$ 1,186,758.21 )** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

**WHEREAS**, the Principal has entered into a written contract with the Obligee, dated the **21<sup>ST</sup>** day of **FEBRUARY, 2018** for **LED STREETLIGHT CONVERSION PROGRAM - CONTRACT NO. T01-2017-002**

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations hereunder, the Surety shall promptly:

- (1) remedy the default, or;
- (2) complete the Contract in accordance with its terms and conditions or;
- (3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
- (4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this bond dated the **27<sup>TH</sup>** day of **FEBRUARY**, in the year of **2018**

SIGNED and SEALED

HYDRO

In the presence of

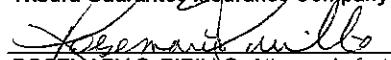


Witness as to Principal

**1903292 ONTARIO INC. O/A ANCHOR**

  
Principal

**Trisura Guarantee Insurance Company**

  
**ROSEMARY C. PIRILLO**, Attorney-in-fact,

Endorsed by - CCDC 221  
(Jan. 2003 - Performance Bond CCA - Standard)

CCDC 221 - 2002 has been approved by The Surety Association of Canada



## LABOUR & MATERIAL PAYMENT BOND

(Trustee Form)

No. TCS1820010

Bond Amount \$ 1,186,758.21

1903292 ONTARIO INC. O/A ANCHOR HYDRO as Principal, hereinafter called the Principal, and TRISURA GUARANTEE INSURANCE COMPANY a corporation created and existing under the laws of CANADA and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE TOWN OF AMHERSTBURG as Oblige, hereinafter called the Oblige, in the amount of ONE-MILLION, ONE-HUNDRED, EIGHTY-SIX THOUSAND, SEVEN-HUNDRED AND FIFTY-EIGHT AND 21/100 dollars (\$1,186,758.21) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Oblige, dated the 21<sup>ST</sup> day of FEBRUARY, in the year 2018 for LED STREETLIGHT CONVERSION PROGRAM - CONTRACT NO. T01-2017-002

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below, Accordingly, no suit or action shall be commenced hereunder by any Claimant:
  - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.
    - i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
    - ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
  - b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;

- c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.
  5. Any material change in the contract between the Principal and the Oblige shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
  6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
  7. The Surety shall not be liable for a greater sum than the Bond Amount.

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated the 27<sup>TH</sup> day of **FEBRUARY**, in the year 2018.

SIGNED and SEALED  
in the presence of


*Lianne Scott*

**1903292 ONTARIO INC. O/A ANCHOR HYDRO**

*[Signature]* (Seal)  
Signature

**TRISURA GUARANTEE INSURANCE COMPANY**

*[Signature]* (Seal)  
ROSEMARY C. PIRILLO, Attorney-in-Fact

CERTIFICATE OF INSURANCE				February 23, 2018					
Broker PBL Insurance Limited 150 Ouellette Place, Suite 100 Windsor, ON N8X 1L9			This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.						
Insured's Full Name and Mailing Address 1903292 Ontario Inc. o/a Anchor Hydro 200 St. Arnaud Street Amherstburg, ON N9V 2P3			<b>COMPANIES AFFORDING COVERAGE</b>						
			COMPANY			A <b>Aviva Insurance Company of Canada</b>			
			COMPANY			B <b>Intact Insurance Company</b>			
			COMPANY			C			
<b>COVERAGE'S</b>									
This is to certify that the policies of Insurance listed below have been issued to the Insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The Insurance afforded by the policies described herein is subject to all the terms, exclusions and condition of such policies.									
<b>LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b>									
TYPE OF INSURANCE		CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRY DATE	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)			
<b>COMMERCIAL GENERAL LIABILITY</b>		A	HAR S162335	17-Dec-2017	17-Dec-2018	EACH OCCURRENCE	\$5,000,000		
<input type="checkbox"/>	CLAIMS MADE					<input checked="" type="checkbox"/>	OCCURRENCE	GENERAL AGGREGATE	\$5,000,000
<input checked="" type="checkbox"/>	Products and/or Completed Ops					PRODUCTS-COMP/OP	\$5,000,000		
<input type="checkbox"/>	Employers Liability					PERSONAL INJURY	\$5,000,000		
<input checked="" type="checkbox"/>	Cross Liability					TENANTS LEGAL LIAB.	\$1,000,000		
<input checked="" type="checkbox"/>	Tenants Legal Liability					MED EXP (1 PERSON)	\$25,000		
<input checked="" type="checkbox"/>	Non-Owned Auto					NON-OWNED AUTO	\$5,000,000		
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Hired	OPTIONAL POLLUTION		
<input type="checkbox"/>	Pollution Liability Extension					(Per Occurrence)			
<input type="checkbox"/>						(Aggregate)			
<b>AUTOMOBILE LIABILITY</b>		B	730510588	20-Apr-2017	20-Apr-2018	Bodily Injury Property Damage Combined	\$2,000,000		
<input checked="" type="checkbox"/>	Described Automobiles					Bodily Injury (Per person)			
<input type="checkbox"/>	All Owned Autos					Bodily Injury (Per accident)			
<input type="checkbox"/>	Leased Automobiles					Property Damage			
<input type="checkbox"/>	15 Days Written Notice of Cancellation								
<b>EXCESS LIABILITY</b>						Each Occurrence			
<input type="checkbox"/>	Umbrella Form					Aggregate			
<input type="checkbox"/>	Other Than Umbrella Form								
<b>OTHER LIABILITY (SPECIFY)</b>									
ADDITIONAL INSURED: <b>The Corporation of the Town of Amherstburg</b>			DESCRIPTION OF OPERATIONS/AUTOMOBILIES/SPECIAL ITEMS <b>Additional Insured only with respect to Liability arising from the operations of the original Named Insured – Insured Operations: Electrical Contractor – Residential, Commercial &amp; Industrial – specifically with regards to Contract No. T01-2017-002</b> - Evidence Of Insurance						
<b>CERTIFICATE HOLDER</b> <b>The Corporation of the Town of Amherstburg</b> 271 Sandwich Street South Amherstburg, ON N9V 2A5			<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives						
SIGNATURE OF AUTHORIZED REPRESENTATIVE 			PRINT NAME INCLUDING POSITION HELD <b>Rosemary C. Pirillo</b> <b>Commercial Account Manager</b>						
FAX NUMBER 519-254-2150		EMAIL ADDRESS rpirillo@pblinsurance.com		COMPANY PBL Insurance Limited		DATE February 23, 2018			



eclearance

## Clearance Certificate

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance certificate number	Validity period (dd-mmm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>1903292</u> <u>ONTARIO</u> <u>INC /</u> <u>ANCHOR</u> <u>HYDRO</u>	200 ST. ARNAUD ST, AMHERSTBURG, ON, N9V2P3, CA	4124-001: Power and Telecommunication Transmission Lines 4261-000: Electrical Work	<u>E200000DUSM7</u>	23-Feb-2018 - 19-May-2018	<u>THE</u> <u>CORPORATION</u> <u>OF THE TOWN</u> <u>OF</u> <u>AMHERSTBURG /</u> <u>TOWN OF</u> <u>AMHERSTBURG</u>	271 SANDWICH ST SOUTH, AMHERSTBURG, ON, N9V2A5, CA

## AGREEMENT

**THIS AGREEMENT** made in quadruplicate this 21st day of February, 2018.

**BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**  
(hereinafter called the Corporation) of the first part.

AND

**1903292 ONTARIO INC. O/A ANCHOR HYDRO**

(hereinafter called the proponent) of the second part.

**WHEREAS** the Corporation is desirous that certain services should be provided for the implementation of:

### **LED STREETLIGHT CONVERSION PROGRAM**

In the Town of Amherstburg and has accepted a Proposal by the Consultant for this purpose.

#### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Proponent hereby covenants and agrees to provide all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Proposal dated the:

19<sup>th</sup> day of December 2017

And the Proponent Documents (consisting of the contents and requirements for this Request for Proposal, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the provision of the above noted works for the sum of:

**One Million, One Hundred Thousand, Eighty-Six Thousand, Seven Hundred Fifty-Eight dollars  
and Twenty-One Cents \$1,186,758.21 excluding H.S.T.**

The estimated total cost of the effort to deliver the scope described above, excluding applicable taxes. Invoices will be billed based on the actual effort expended, with monthly invoicing on a time and materials basis for services rendered plus reimbursable expenses, not to exceed the upset limit without the Town's prior approval of a budget increase due to a change in scope of work.



The Proponent further covenants and agrees to undertake and complete the said work in a customarily accepted professional standard under the supervision and direction and to the reasonable satisfaction of the Town of Amherstburg Engineering and Public Works Department acting reasonably within the specified time in his Quotation.

The Proponent further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers and servants, from and against all loss and damages whatsoever which may be made or brought against the above listed to the proportionate extent caused by the negligent acts, omissions or willful misconduct of the Proponent, its servants, agents or employees.

In the event that the Proponent fails to commence correction of any non-performance or negligent performance of this Agreement within five (5) days of receiving written notice thereof, the Corporation of the Town of Amherstburg may terminate this Agreement forthwith.

Either party may terminate this Agreement without cause on sixty (60) days written notice to the other.

The liability of the Corporation of the Town of Amherstburg shall be limited to payment for all authorized work performed to the termination date, less the reasonable costs of correcting or performing the said work. The Corporation of the Town of Amherstburg shall not in any event, be liable to the proponent for any consequential damages or other costs related to the termination of this Agreement.

The Proponent is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the Proponent. In any such event, the Proponent's contract price and schedule shall be equitably adjusted.

The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Proponent carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Proponent, the price set forth in his Quotation, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

*(this space left intentionally blank)*

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF  
PROPOSER



Proponent's Signature and Seal

Justin Hunt

Proponent's Name

200 St. Arnaud St., Amherstburg, Ont.  
Proponent's address  
N9V 2P3

**CORPORATION OF THE TOWN OF AMHERSTBURG**



WITNESS AS TO SIGNATURE OF  
CORPORATION



Aldo DiCarlo, Mayor



Paula Parker, Clerk

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**T01-2017-002**

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**AGREEMENT**

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## **INFORMATION TO PROPONENTS**

### **1. BACKGROUND INFORMATION**

The Town of Amherstburg is located in southwestern Ontario, approximately 30 kilometers southwest of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The current population of the Town of Amherstburg is just over 21,000.

The Town of Amherstburg is seeking Proposals from qualified manufacturers/suppliers/installers to submit pricing to supply and install Light Emitting Diode (LED) roadway lighting and a provisional price to supply and install decorative LED lighting c/w appropriate photocells based upon equivalent lumen output or greater than current inventory.

The Town's streetlight network currently consists of approximately 765 High Pressure Sodium (HPS) roadway (Cobra head) and approximately 750 HPS decorative luminaire fixtures. The Proponent will provide all engineering and construction services, materials, equipment and QA/QC necessary to provide for the works outlined in this RFP.

The Proponent will be under the direct supervision of the Town of Amherstburg Engineering and Public Works Department.

### **2. DEFINITIONS**

"Bidder", "Firm" or "Proponent" means the individual, firm, company, partnership or corporation submitting a Proposal to the Town.

"Corporate Contact" is the Town employee(s) defined as the sole contact(s) in relation to the administration of the Proposal process.

"EPW" means the Engineering and Public Works Department.

"Evaluation Committee" means the committee appointed to guide, monitor and direct this RFP process and evaluate Submissions. The Evaluation Committee may obtain the assistance of consultants and advisors as the Evaluation Committee may deem appropriate.

"Partnership" means a contractual arrangement entered into between two (2) or more corporations, partnerships and/or individuals to carry out the Contract jointly, other than as a principal and subcontractor.

"Project Manager" is the Town employee who will oversee the completion of the contract in accordance to this Proposal, contract and agreement. This individual will take management of the project after the contract has been successfully awarded.

"RFP" means Request for Proposal.

"Total Proposal Price" means an evaluation of quality and service in assessment of Proposals and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant Proposal.

“Town” means the Corporation of the Town of Amherstburg

“Work” means any of the following tasks, or combinations, thereof:

1. Supply or provision of articles or materials;
2. Supply of labour and engineering services;
3. Performance of functions and tasks;
4. Provision of services;
5. Equipment operated or not operated;
6. Construction or repairs as specified;
7. Security deposit

### 3. TERMS OF REFERENCE

#### 3.1 Proposal Call and Requirements:

The Corporation of the Town of Amherstburg is seeking Proposals from qualified manufacturer /suppliers/ installers to submit pricing to supply and install Light Emitting Diode (LED) roadway lighting and a provisional price to supply and Install of LED decorative lighting c/w appropriate photocells based upon equivalent lumen output or greater than current inventory.

The proposal shall include the following

#### Part 1 - Company Experience and Information

1. Introduction letter
2. A brief description of your firm – its clients, its history, its projects, its staff;
3. A brief description of the manufacturer (if different than #2) – its clients, its history, its projects, its staff
4. A company description, exact location and address;
5. A company description of the manufacturer (if different than #4) – exact location and address;
6. A summary of your understanding of this proposal;
7. An outline of the services to be provided;
8. Your firm’s experience in similar projects;
9. The manufacturer’s experience in similar projects;
10. Samples/Descriptions of previous work;
11. References;
12. Company contacts, c/w phone numbers – communication;
13. Details of the manufacturer’s Quality Management System or certification; and
14. Value Added/Innovative techniques

#### Part 2 – Technical Data

1. Filled APPENDIX D - Technical Specification Worksheet, for each luminaire proposed (cobrahead and decorative). Please include evidence and referenced attached reports as part of your supporting documentation package.

### Part 3 - Lifecycle cost analysis

Proposals must meet the mandatory technical specifications as per **APPENDIX D** in order to have its lifecycle cost analyzed. Proposals in which do not meet the mandatory technical specifications will be disqualified.

Prices will be evaluated on a lifecycle cost basis that includes energy costs. The energy consumption calculations will use the HPS plug Watts as identified in **APPENDIX C**.

Proponents are to fill **APPENDIX C** and submit as its price proposal. The Town will evaluate the lifecycle cost as per defined in section 27. - Evaluation of proposals.

### Part 4 – Warranty

Detailed information on product warrant for all the components of the system

### 3.2. Current Inventory

Based on our current streetlight inventory, the following total traditional Cobra Head fixture quantity has been concluded:

74 units of 100 Watt HPS  
555 units of 150 Watt HPS  
50 units of 175 Watt HPS  
38 units of 200 Watt HPS  
40 units of 250 Watt HPS

Our current streetlight inventory for decorative streetlights is detailed further in this RFP

### 3.3. Project Description and Proposal Structure

#### 3.3.1. Project Objectives

The work shall consist of the procurement and installation of approximately 765 Light Emitting Diode (LED) street light fixtures and provisional procurement and installation of 750 decorative LED street lights based upon equivalent lumen output or greater than current existing street lights including:

- A full review of the existing municipal lighting system
- LED luminaires that meets or exceeds the Mandatory Specifications detailed below
- Transfers all warranties to the Corporation
- Value-added services that may be considered by the Corporation such as:
  - Smart controls and/or an Energy Performance Contract that meets or exceeds the Specifications detailed below.

Supply and Installation of LED Street Light Fixtures will be within a six (6) month time period starting from the execution of a contract agreement to purchase. All products supplied must be of premium quality and have been electrically tested when fully assembled to be in operation before delivery.



It is the Corporation's intention to utilize the existing mounting arms and poles supplied at each fixture location. Additional mounting arms, wiring harnesses, mounting wiring, brackets or davits where applicable and or necessary are to meet the specifications/requirements of the Town of Amherstburg and not part of this RFQ.

All coordination with the Town's utility providers (Essex Power and Hydro One) will be the responsibility of the proponent. Essex Power Corporation will be the lead LDC for the implementation of the Save on Energy program.

### **3.3.2. Installation**

The installation of the streetlights shall include:

- Installation of all new fixtures;
  - Installation of any required replacement poles and arms where required.
  - Installation of any required fuses and fuse holders where required.
  - Installation and Supply of any required rewiring of poles and arms where required.
  - Commissioning of new fixtures, including:
    - I. ESA Permits as required;
    - II. Disposal of existing fixtures as outlined under the Save On Energy Program;
    - III. Weekly tracking of inventory conversion including:
      - Wattage existing and replaced
      - Height
      - Pole configuration
      - Assigned numeric identification.
    - IV. Confirmation of lighting levels to ensure RP8 standards.
- Fixture installation costs shall include installation of fixtures, fuses, and re-wiring if necessary, and all other miscellaneous expenses related to the fixture.
  - Streetlight arms and poles shall be itemized and quoted as a separate item
  - Installation cost shall include a separate 5% Contingency Allowance.
  - This project is considered to be a "local" project. Therefore, the Town shall not be responsible for disbursements incurred by the contractor related to relocate staff, etc.

### **3.3.3. Technical Specifications – Cobra-head**

Bidders must provide evidence of compliance with the following specifications by completing the worksheet in **APPENDIX D** and providing the relevant certificates, reports and letters. Bidders should also read through the technical specifications indicated in this section and ensure its proposed luminaires are in compliance.

#### **General Requirements**

- Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
- Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- All internal components shall be assembled and pre-wired using modular electrical connections.
- All materials shall be new.

- Each LED street light luminaire must include:
  1. Light Engine complete with driver (power supply) and surge protection.
  2. Weather-resistant housing.
  3. 7 pin photocell receptacle as per ANSI C136.41 and shorting cap/Photocell as required.
- An optional house side shield shall be available. The shield is to attach directly to the optical system.
- Luminaires must be tested, certified and listed as a Qualified Product on the DLC list.

#### **Aesthetics**

- Luminaires shall be aesthetically acceptable to the Evaluation Committee.

#### **Housing and Finish**

- Single piece unit primarily constructed of A360 aluminum alloy (or better), die-cast or extruded. Die-cast is preferred.
- Shall be designed to eliminate emission of noise from wind and to resist build-up of icicles.
- CSA or cUL rated for wet locations.
- Vibration resistant – 3G vibration rating is required. Testing should meet the requirements of ANSI C136.31; however, the test shall be conducted in all three axes with the same luminaire.
- Finish shall be powder coat or equivalent. The nominal thickness of the powder coat shall be at least 2-3 mils. Finish colour shall be grey; however, alternate standard colours, such as bronze and black, shall be available at no extra cost.
- Tool-less entry is required. The driver and surge protection shall be mounted internally with quick disconnect and be easily replaceable.
- All internal screws shall be plated and external screws shall be stainless steel.
- The luminaire shall have a casting designed to accept a NEMA 7 pin locking photocell receptacle in accordance with ANSI C136.41.
- Housing must have undertaken over 1,000 hours of salt spray exposure in accordance with ASTM B117 with no visible abnormalities on the tested parts.
- Wiring and grounding, latching and hinging, mounting shall meet requirements of ANSI C136.37.

#### **Thermal Management**

- Shall consist of heat sink fins integrated within the housing with no fans, pumps, or any moving parts and/or liquids, and shall be resistant to debris build-up and bird droppings.
- The heat sink system shall be designed to maintain a junction temperature for the LEDs such that the light engine shall achieve a minimum lifespan of 88,000 hours (IESNA LM-80/TM-21) at 20 degrees C.
- Luminaire shall start and operate in the ambient temperature range of +40°C and -40°C.
- Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
- LED's are to be mounted on an aluminum plate

#### **Mounting**

- Luminaires will be mounted horizontally on a standard style pole and shall be designed to attach to the mounting requirements of Appendix A Item # 3 on a pole via bolted connector. The connector shall use up to four (4) bolts, or equivalent, and shall allow for a vertical tilt adjustment of  $\pm 5^\circ$ .
- In the event that post-top lighting exists, an optional adaptation from a 4-inch vertical tenon in compliance with the mounting requirements of Appendix A Item #3 to a horizontal mounting (post-top to cobrahead light) is preferred.

**Weight**

- Luminaires shall not weigh more than 15 kg and maximum EPA of 0.1 m2.

**Labeling**

- Shall have waterproof printed product label with full ratings located inside the housing.
- Shall have waterproof NEMA wattage rating label meeting ANSI C136.15-2011 located outside the cover and visible from the ground.

**Optical Assembly**

- It is preferred the optical system be designed for easy field removal and replacement.
- The optical system is to be individual LEDs with their own refractor. A flat glass lens is mandatory.
- Optical glass lens must be IK09 impact rated.
- It is preferred that circuiting be designed so individual LED failures will not impact the operation of the other LEDs.
- No parts shall be constructed out of polycarbonate or any other synthetic material (unless it can be proved it is UV stabilized). Lens discoloration at any point in the warranty period shall be considered a product failure.
- Optical system shall be rated IP66 or better.

**Light Loss Factor (LLF) where  $LLF = LLD \times LDD \times LATF$** 

- Lamp lumen depreciation (LLD) shall be determined by the manufacturer and be based on the percentage of initial output at 88,000 operating hours calculated in accordance with IESNA LM-80 and TM-21. The TM-21 extrapolation can however be up to 14 times.
- Luminaire dirt depreciation (LDD) = 0.90, per IES DG-4 for an enclosed and gasketed roadway luminaire installed in an environment with less than 150  $\mu\text{g}/\text{m}^3$  airborne particulate matter and cleaned every ten years.
- Luminaire ambient temperature factor (LATF) = 1

**Operating Environment**

- Luminaire shall be able to operate normally in:
  1. Ambient temperatures from +40°C to -40°C;
  2. Winds up to 160kph;
  3. Driving rain;
  4. Snow and sleet; and
  5. Fog.

**Driver**

- At full load, power factor shall be 0.90 (lagging) or better.
- Operating voltage – Power supplies shall operate from 120V-240V, 60 Hz or 347V-480V, 60 Hz as defined.
- Voltage fluctuation tolerance shall be  $\pm 10\%$ .
- Dimming control signal shall be industry standard 0-10 volts DC (IEC 60929).
- Driver current – The driver current options shall be a full range of ratings. It is preferred that the driver current be less than 700mA unless it can be proven that driver with higher driver currents can meet the mean-time-between-failure (MTBF) requirements defined.
- Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Driver shall be rated for wet locations if installed in IP66 rated housing. If not installed in IP66 rated housing, the driver shall have an IP66 rating.
- Shall be RoHS compliant.
- It is preferred that the driver be field replaceable/upgradeable without the use of tools.

- It is preferred that capacitors utilized in the power supply have a rated life of over 88,000 hours at 85°C.

#### **Electrical Immunity (Surge Protection)**

- Stand-alone (easy to be replaced) surge protection device.
- Surge protection is compliant with IEEE/ANSI C62.41, Category C-High 20kV/10kA and in compliance with ANSI C136.2-2015 or Appendix D of the DoE MSSLC Model Specification for LED Luminaires, which are a luminaire-level surge test spec with multiple strikes, phase angles, and polarities for the surge test protocol.
- It is preferred that the surge module be field replaceable/upgradeable without the use of tools.

#### **Radio Frequency Interference**

- Power supplies shall meet FCC 47 CFR Part 15 Interference Requirements.

#### **Total Harmonic Distortion**

- Total harmonic distortion shall be less than 15% and shall be recorded at 120V/60Hz input conditions.

#### **Controls**

- Luminaires shall have 7 pin NEMA ANSI C136.41-2013 standard receptacle. Receptacle shall be wired for adaptive controls.

#### **Power Terminals**

- Shall meet ANSI C136.37.
- Shall be sized to terminate #14 to #6 AWG copper or aluminum wire.
- Shall be located inside the luminaire housing.

#### **Safety Testing**

- Luminaire shall have locality-appropriate governing mark and certification (CSA or CUL).
- Luminaire shall meet the performance requirements specified in ANSI C136.2-2015 for dielectric withstand, using the DC test level and configuration.

#### **Product Optical Performance**

- Luminaire shall be optically efficient. The optical performance of luminaires for given roadway scenarios defined
- Correlated colour temperature (CCT) shall be nominal 4000K
- Colour rendering index (CRI) shall be minimum 70.
- Light distribution shall come in IESNA Type 2 or 3, with optional Type 4 and 5 at no extra cost.
- BUG ratings of B2-U0 or less; however, U0 is mandatory. BUG Ratings shall be in accordance with IES TM-15-11.
- Luminaires shall not exceed unit power density (UPD), calculated per CSA C653:
  1. 0.25 W/m<sup>2</sup> for low pedestrian activity levels.
  2. 0.35 W/m<sup>2</sup> for medium pedestrian activity levels.
- Light engine must be field replaceable/upgradeable without the use of tools.

#### **Product Reliability**

- MTBF data in accordance with Telcordia SR-332 standard shall not be less than 3M hours reported at 25°C (test report must be provided).

**Reliability will be evaluated based on the formula Reliability =  $e^{-\text{time}/\text{MTBF}}$ , where time and MTBF are expressed in hours in order to compare the expected number of failures from one manufacturer to another. Please note that MTBF is only used for the luminaire's useful life. If a proponent's luminaire is rated for only 50,000 hours, MTBF will apply from 0 to 50,000 hours, where at 50,000 hours a**

**maintenance issue is inevitable. It is preferred that the useful life of the luminaire be 88,000 hours; therefore, any lower offering will result in a disqualification**

#### **Warranty**

- Proposals submitted shall include a warranty for products and services that the Proponent agrees to maintain throughout the duration if awarded a contract. Proposals which demonstrate an ability to provide a longer and more inclusive warranty on all materials (including LED and drivers) and services will be preferred and receive a higher rating. Proponents may submit their standard warranty provisions with optional provisions for more or less warranty coverage in their proposal. Proponents are to indicate if the warranty is secured through a surety product, and if that option is available.
- It is expected that the warranty will include, but is not limited to, the following:
  1. Full product replacement of luminaire due to any failure. The inability of a luminaire to operate within specifications is, without limitation to other types of failure, considered a failure.
  2. Replacement of defective luminaire(s) for a period of ten years from date of installation.
  3. Replacement luminaires will be supplied within thirty days of notification. The defective luminaires will be made available to the Proponent by the Town. All packaging, shipping costs and arrangements will be borne by the Proponent, delivered duty paid (DDP – Incoterms 2010). For two (2) years after the installation is accepted the proponent is expected to remove (or arrange for the removal of) the defective luminaire(s) and re-install the replacement luminaire(s) at their own expense. After the two year period the town will arrange for the removal and re-install.
  4. In the event of a higher rate of product failure (as hereinafter defined), the Proponent will be responsible for the full product replacement of the luminaires, shipping costs and all labour for removal and reinstallation of luminaires. A higher failure rate shall be defined as greater than two percent (2%) of the luminaires installed within any year of the warranty period.

**Defective Goods:** Goods found to be defective will be quarantined on location. Once the Proponent has been notified of the quarantine, all shipments of goods potentially affected by the defect will cease until the cause of the defect has been remedied as determined by the Town.

#### **Photocell**

- Photocell shall be provided with luminaire and included in the total luminaire cost.
- Minimum 20-year rated life.
- Minimum 10-year unconditional manufacturer's warranty.

#### **3.3.4. Technical Specifications – Decorative**

The Town has 6 different decorative fixture styles throughout Town. It is the desire of the town to have the lights converted to LED. It is understood that conversion will not be possible in all cases and the entire fixture will require replacement. Each proponent is to provide details and specifications for each conversion and/or replacement. These fixtures will be reviewed based on all criteria including appearance.

Bidders must provide evidence of compliance with the following specifications by completing the worksheet in **APPENDIX D** and providing the relevant certificates, reports and letters. Bidders should also read through the technical specifications indicated in this section and ensure its proposed luminaires are in compliance.

#### **General Requirements**

- Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
- Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.

- All internal components shall be assembled and pre-wired using modular electrical connections.
- All materials shall be new.
- Each LED street light luminaire must include:
  1. Light Engine complete with driver (power supply) and surge protection.
  2. Weather-resistant housing.
  3. 7 pin photocell receptacle as per ANSI C136.41 and shorting cap/Photocell as required.
- An optional house side shield shall be available. The shield is to attach directly to the optical system.
- Luminaires must be tested and certified and listed as Qualified Products on the DLC list.

#### **Aesthetics**

- Luminaires shall be aesthetically acceptable to the Evaluation Committee.

#### **Thermal Management**

- Shall consist of heat sink fins integrated within the housing with no fans, pumps, or any moving parts and/or liquids, and shall be resistant to debris build-up and bird droppings.
- The heat sink system shall be designed to maintain a junction temperature for the LEDs such that the light engine shall achieve a minimum lifespan of 88,000 hours (IESNA LM-80/TM-21) at 20 degrees C.
- Luminaire shall start and operate in the ambient temperature range of +40°C and -40°C.
- Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
- LED's are to mounted on an Aluminum plate

#### **Labeling**

- Shall have waterproof printed product label with full ratings located inside the housing.
- Shall have waterproof NEMA wattage rating label meeting ANSI C136.15-2011 located outside the cover and visible from the ground.

#### **Optical Assembly**

- It is preferred the optical system be designed for easy field removal and replacement.
- The optical system is to be individual LEDs with their own refractor.
- It is preferred that circuiting be designed so individual LED failures will not impact the operation of the other LEDs.
- No parts shall be constructed out of polycarbonate or any other synthetic material (unless it can be proved it is UV stabilized). Lens discolouration at any point in the warranty period shall be considered a product failure.
- Optical system shall be rated IP66 or better.

#### **Light Loss Factor (LLF) where $LLF = LLD \times LDD \times LATF$**

- Lamp lumen depreciation (LLD) shall be determined by the manufacturer and be based on the percentage of initial output at 88,000 operating hours calculated in accordance with IESNA LM-80 and TM-21. The TM-21 extrapolation can however be up to 14 times.
- Luminaire dirt depreciation (LDD) = 0.90, per IES DG-4 for an enclosed and gasketed roadway luminaire installed in an environment with less than 150  $\mu\text{g}/\text{m}^3$  airborne particulate matter and cleaned every ten years.
- Luminaire ambient temperature factor (LATF) = 1

#### **Operating Environment**

- Luminaire shall be able to operate normally in:

6. Ambient temperatures from +40°C to -40°C;
7. Winds up to 160kph;
8. Driving rain;
9. Snow and sleet; and
10. Fog.

#### **Driver**

- At full load, power factor shall be 0.90 (lagging) or better.
- Operating voltage – Power supplies shall operate from 120V-240V, 60 Hz or 347V-480V, 60 Hz as defined.
- Voltage fluctuation tolerance shall be  $\pm 10\%$ .
- Dimming control signal shall be industry standard 0-10 volts DC (IEC 60929).
- Driver current – The driver current options shall be a full range of ratings. It is preferred that the driver current be less than 700mA unless it can be proven that driver with higher driver currents can meet the mean-time-between-failure (MTBF) requirements defined.
- Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Driver shall be rated for wet locations if installed in IP66 rated housing. If not installed in IP66 rated housing, the driver shall have an IP66 rating.
- Shall be RoHS compliant.
- It is preferred that capacitors utilized in the power supply have a rated life of over 88,000 hours at 85°C.

#### **Electrical Immunity (Surge Protection)**

- Stand-alone (easy to be replaced) surge protection device.
- Surge protection is compliant with IEEE/ANSI C62.41, Category C-High 20kV/10kA and in compliance with ANSI C136.2-2015 or Appendix D of the DoE MSSLC Model Specification for LED Luminaires, which are a luminaire-level surge test spec with multiple strikes, phase angles, and polarities for the surge test protocol.

#### **Radio Frequency Interference**

- Power supplies shall meet FCC 47 CFR Part 15 Interference Requirements.

#### **Total Harmonic Distortion**

- Total harmonic distortion shall be less than 15% and shall be recorded at 120V/60Hz input conditions.

#### **Controls**

- Luminaires shall have 7 pin NEMA ANSI C136.41-2013 standard receptacle. Receptacle shall be wired for adaptive controls.

#### **Power Terminals**

- Shall meet ANSI C136.37.
- Shall be sized to terminate #14 to #6 AWG copper or aluminum wire.
- Shall be located inside the luminaire housing.

#### **Safety Testing**

- Luminaire shall have locality-appropriate governing mark and certification (CSA or CUL).
- Luminaire shall meet the performance requirements specified in ANSI C136.2-2015 for dielectric withstand, using the DC test level and configuration.

### **Product Optical Performance**

- Luminaire shall be optically efficient. The optical performance of luminaires for given roadway scenarios defined
- Correlated colour temperature (CCT) shall be nominal 4000K
- Colour rendering index (CRI) shall be minimum 70.
- Light distribution shall come in IESNA Type 2 or 3, with optional Type 4 and 5 at no extra cost.

### **Product Reliability**

- MTBF data in accordance with Telcordia SR-332 standard shall not be less than 3M hours reported at 25°C (test report must be provided).

**Reliability will be evaluated based on the formula  $\text{Reliability} = e^{-\text{time}/\text{MTBF}}$ , where time and MTBF are expressed in hours in order to compare the expected number of failures from one manufacturer to another. Please note that MTBF is only used for the luminaire's useful life. If a proponent's luminaire is rated for only 50,000 hours, MTBF will apply from 0 to 50,000 hours, where at 50,000 hours a maintenance issue is inevitable. It is preferred that the useful life of the luminaire be 88,000 hours; therefore, any lower offering will result in a disqualification**

### **Warranty**

- Proposals submitted shall include a warranty for products and services that the Proponent agrees to maintain throughout the duration if awarded a contract. Proposals which demonstrate an ability to provide a longer and more inclusive warranty on all materials (including LED and drivers) and services will be preferred and receive a higher rating. Proponents may submit their standard warranty provisions with optional provisions for more or less warranty coverage in their proposal. Proponents are to indicate if the warranty is secured through a surety product, and if that option is available.
- It is expected that the warranty will include, but is not limited to, the following:
  1. Full product replacement of luminaire due to any failure. The inability of a luminaire to operate within specifications is, without limitation to other types of failure, considered a failure.
  2. Replacement of defective luminaire(s) for a period of ten years from date of installation.
  3. Replacement luminaires will be supplied within thirty days of notification. The defective luminaires will be made available to the Proponent by the Town. All packaging, shipping costs and arrangements will be borne by the Proponent, delivered duty paid (DDP – Incoterms 2010). For two (2) years after the installation is accepted the proponent is expected to remove (or arrange for the removal of) the defective luminaire(s) and re-install the replacement luminaire(s) at their own expense. After the two year period the town will arrange for the removal and re-install.
  4. In the event of a higher rate of product failure (as hereinafter defined), the Proponent will be responsible for the full product replacement of the luminaires, shipping costs and all labour for removal and reinstallation of luminaires. A higher failure rate shall be defined as greater than two percent (2%) of the luminaires installed within any year of the warranty period.

**Defective Goods:** Goods found to be defective will be quarantined on location. Once the Proponent has been notified of the quarantine, all shipments of goods potentially affected by the defect will cease until the cause of the defect has been remedied as determined by the Town.

### **Photocell**

- Photocell shall be provided with luminaire and included in the total luminaire cost.
- Minimum 20-year rated life.
- Minimum 10-year unconditional manufacturer's warranty.



## Decorative Fixtures

### FIXTURE 'A'



There are 91 fixtures of this style in Crownridge subdivision. These are 150W fixtures. The Town will expect a similar fixture style with consideration given to matching these fixtures with the ones in Kingsbridge.

### FIXTURE 'B'



There are 65 fixtures of this style in Kingsbridge subdivision. These are 100W fixtures. The Town will expect a similar fixture style with consideration given to matching these fixtures with the ones in Crownridge. The current fixtures are Z40-100HPS-PC-3-120-SFZ4-PH7-BKTX from Phillips. The poles were from Utility Structures GR-190-A-3-ML-30-A-R-C1024-0859

**FIXTURE 'C'**



There are 12 fixtures of this style on Emerald Lane. The actual wattage for these fixtures are believed to be 100W. The Town will expect a similar fixture style with the expectation that they will match the CAF and downtown fixtures. The photocell cannot be in its current location on top of the luminaire.

**FIXTURE 'D'**



There are 55 fixtures of this style throughout downtown on Richmond, Dalhousie and North streets. These fixtures are believed to be 100w. The Town will expect a similar fixture style with the expectation that they will match the fixtures CAF and downtown fixtures. The photocell cannot be in its current location on top of the luminaire.



**FIXTURE 'E'**



There are 48 100W fixtures of this style along Laird Avenue . These fixtures are K210-EGS-III-100(MOG)-HPS-120. There are 60 150W fixtures along Sandwich and the Libro Entrance road, these fixtures are K210-EGS-III-150(MOG)-HPS-120

**FIXTURE 'F'**



There are 335 100W fixtures of this style throughout Town. These fixtures are K118-EAR-II-100(MOG)-HPS-120. There are 20 150W fixtures throughout Town, these fixtures are K118-EAR-II-150(MOG)-HPS-120

#### 4. ABILITY AND EXPERIENCE OF APPLICANT

Proponents must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary qualifications to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided within the Proponent's submitted proposal documents.

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the Proponent to perform the work and the Proponent shall furnish to the Town all such information and data for this purpose as the Town may request. The Town of Amherstburg reserves the right to reject any quotation if the evidence submitted or investigation of such bidder fails to satisfy the Town of Amherstburg that the bidder is qualified to carry out the obligations of the contract.

#### 5. PROPOSAL CLOSING DATE AND TIME

Proposals, contained in sealed envelopes with the provided envelope covers (appendix A and appendix B) firmly affixed, will be received by:

**Clerks Department  
Town of Amherstburg – Town Hall (Upper Level)  
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

**11:00 am (local time), Tuesday December 19, 2017**

Proposal envelopes will not be opened in public.

Proposals must be received at the address noted above no later than the specified closing time. Proposals received after said closing time will not be accepted or considered.

#### 6. METHOD OF SUBMISSION

Proposals must be submitted in sealed envelopes by way of hand delivery, courier service, or mail prior to the Proposal closing time.

Delivery of Proposal through a third party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Proposal to arrive at the specified location before the Proposal closing time.

Failure of a third party courier service to submit the Proposal prior to the Proposal closing time will result in the disqualification of the Proposal, and will be at no fault of the municipality.

Proposals sent by email or facsimile will not be accepted.

## 7. SUBMISSION ENVELOPE

Proposals must be supplied in using the two-envelope submission system defined in this document.

**Envelope 1** shall bear the envelope cover supplied in Appendix A – ‘Envelope 1 Cover’ of this document, and must contain the following **mandatory** pages:

- P-1 – Proponent Identification Sheet
- P-2 to P-3 – References
- P-4 - Acknowledgement of Proposal Documents Received by Proponent and Addenda
- P-5 – Acknowledgement if Only One Proposal is Received
- Bid Bond
- The Proponent’s proposal document (1 original and 3 duplicate copies)
- Appendices A - E

All envelopes must be sealed bearing the appropriate envelope cover supplied in this document. The envelope cover must be affixed to the Proponent’s envelope without any extra exterior covering. Failure to affix the envelope covers to the submission envelopes may result in disqualification of the proposal.

## 8. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be prepared and submitted in accordance with the outline specified in this document. One original copy and three duplicate copies shall be provided to the Town. The original copy shall clearly indicate “Original” on the cover. **Refer to Section 3 – Terms of Reference for detailed proposal requirements.**

The proposal must be accompanied by the following **mandatory** pages, to be contained in a separate envelope noted as Envelope 1.

- P-1 – Proponent Identification Sheet
- P-2 to P-3 – References
- P-4 - Acknowledgement of Proposal Documents Received by Proponent and Addenda
- P-5 – Acknowledgement if Only One Proposal is Received

## 9. BID BOND

No Proposal shall be considered as bona fide unless accompanied by a Bid Bond or Certified Cheque in the amount of 10% of the submission price and made payable to the Corporation of the Town of Amherstburg. The Certified Cheque or Bid Bond of the unsuccessful Proponents will be returned without interest upon execution of the tender with the successful contractor.

The Certified Cheque or Bid Bond of the successful Contractor will be retained as liquidated damages to indemnify the Owner in case of default until such time as the contract is executed. All Certified Cheques or Bid Bonds will be returned without interest should a contract not be executed within ninety (90) days of the date of closing of this quotation.

## 10. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

The successful bidder, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall furnish to the Owner a Performance Bond and a separate Labour and

Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price (not including H.S.T.) and such additional amount, if any, as may be required by the Owner.

The Owner will notify the successful bidder accordingly when the Proposal has been awarded. The successful bidder will be required to execute and furnish to the Owner the Performance Bond and the Labour and Material Payment Bond as required herein and after notification of the award of contract by the Owner. Contracts will not be executed without the provision of said bonds and no work shall commence until said bonds have been provided

## 11. EXAMINATION OF PLANS AND SPECIFICATIONS

Each Proponent must duly review the plans and specifications of the intended project before submitting his proposal and must satisfy himself as to the extent of the work to be met during the project. The Proponent is not to claim at any time after submission of his proposal that there was any misunderstanding of the terms and conditions of the contract relating to the scope of work.

## 12. INSURANCE

The Town of Amherstburg will require the successful candidate to obtain and submit a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- a) A Commercial General Liability (CGL) policy that shall be not less than \$5,000,000 per occurrence.
- b) The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.
- c) The CGL shall be on an "occurrence basis". "Claims made" and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Town.
- d) The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.
- e) Automobile Liability Policy that shall not be less than \$2,000,000 covering the vehicles to be used by the successful candidate in the performance of the work. The coverage shall not allow subrogation by the insurer against the Town of Amherstburg.
- f) The Proponent shall maintain in force at his entire expense Professional Liability Insurance of not less than \$2,000,000.00 per claim, on a claims-made basis. The proponent shall provide a certificate of insurance upon award of the contract.
- g) Proof of a current Errors and Omissions Insurance Policy.

## 13. CORPORATE CONTACT AND COMMUNICATIONS

Additional information, including clarifications, regarding this Proposal may be obtained by contacting the following individuals by telephone or email:

Administrative Inquiries (regarding tender procedures, insurance, etc.)

**Bobbi Reive – Financial Planning Administrator**

Town of Amherstburg

Phone: 519-736-0012 Extension 2229

Email: [breive@amherstburg.ca](mailto:breive@amherstburg.ca)

Technical Inquiries (regarding the scope of work of the contract)

**Todd Hewitt, Manager of Engineering**

Town of Amherstburg

Phone: 519-736-3664 extension 2313

Email: [thewitt@amherstburg.ca](mailto:thewitt@amherstburg.ca)

Contact with Town of Amherstburg officials or staff other than the staff member named as is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to bidders will be binding on the Town.

After the contract has been awarded, the Manager of Engineering will be the Project Manager on behalf of the Town, who will oversee the completion of the contract per the specifications noted in this document.

#### **14. PROPOSAL VALIDITY PERIOD**

Proposals shall remain valid and open for acceptance for a period of 90 days from the Proposal closing date.

#### **15. SUBMISSION CONFIDENTIALITY**

All Proposals submitted to the Town will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of proposals will remain confidential as the Town reserves the right to negotiate with Proponents.

At no time will bidders divulge any confidential information provided to or acquired by the Proponent or disclosed by the Town throughout the course of the intended project.

The successful Proponent acknowledges that information of any kind provided throughout the course of the intended project are the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.

#### **16. INFORMAL OR UNBALANCED PROPOSALS**

Proposal documents must be legible. Alterations of any kind must be clearly made in ink and initialed by the Proponent, or the proposal may be subject to automatic rejection.

Proposals containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Proposals containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

If any amount within the proposal does not agree with the extension of an estimated quantity and unit price, the unit price shall govern.

A discrepancy in addition or subtraction shall be corrected by the Town by adding or subtracting the items correctly and correcting the Total Proposal Price, unless the Town decides otherwise. If an error has been made transposing an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Proposal Price shall be corrected accordingly.

If an omission has occurred wherein an item of work has not been provided a price in the Form of Proposal, the bidder shall, unless otherwise stated in his Proposal, be deemed to have allocated this price elsewhere in the Form of Proposal for the cost of carrying out said item of work and, unless otherwise directed by the Town, no increase shall be made in the Total Proposal Price because of said omission.

The Town may waive formalities at its discretion, provided the Town's Purchasing Policy has been adhered to.

## **17. CORPORATE SEAL**

The Form of Proposal requires the application of the Proponent's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the proposal valid. If a corporate seal is not present on the required Form of Proposal pages, the Proponent must indicate that the proposal signatory is legally authorized to bind the company by completing the acknowledgement provided below the request for the corporate seal.

Failure to provide corporate seals or acknowledgement that the signatory is legally able to bind the company in the required locations on the Form of Proposal may result in the rejection of the proposal.

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

## **18. RESERVATION OF RIGHT**

Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Town. Proposals may be withdrawn in accordance to Section 23 – Withdrawal or Qualifying of Proposals contained in this document.

## **19. ADDENDA**

Bidders may be notified during the Proposal period of required additions to, deletions from, or alterations in the requirements of the Proposal documents.

Any addenda issued after the posting of this Proposal will be emailed and faxed to each bidder up to 48 hours prior to the Proposal closing time. It is the sole responsibility of Proponents to review and respond to addenda issued following the issuance of this request for Proposal in their submissions.



If addenda are issued prior to 48 hours of closing this request for Proposal, the closing date of this Request for Proposal will be adjusted accordingly.

Addenda must be acknowledged on page P-4 and provided with the Proposal. Failure to acknowledge addendums may result in the rejection of the Proposal.

## **20. HARMONIZED SALES TAX (HST)**

H.S.T. is not to be included in unit pricing or lump sum pricing. For proposal purposes, HST is excluded and shall be considered extra. HST shall be shown separately. HST will be added as extra to any payments or progress payment for work completed, with HST calculated at 13%, or such other rate as determined by Revenue Canada Agency.

## **21. PRICING TO REMAIN FIRM**

Pricing provided under this Proposal shall remain firm and unchanged for the entire validity period stated in this Proposal. (See Section 12 – Proposal Validity Period)

## **22. COSTS INCURRED BY PROPONENTS**

Expenses incurred by Proponents for the preparation and submission of Proposals to the Town, or any work done in correlation thereof, shall be borne by the Proponent.

No payment will be provided for any Proposals submitted or for any other effort made by the bidder prior to the commencement of the services as defined and approved by the Town.

## **23. PROPOSAL FEE**

The Proposal Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and approved travel shall be included. A list of hourly rates as established by the Professional Engineers of Ontario, of all those who would be involved with the work shall be included.

## **24. PAYMENT OF FEES**

The Town will pay the proponent its fees based on the completion of milestones as defined within the proponent Proposal. The successful Proponent will provide the Town with a timeline of deliverables with their associated cost. The timeline will be mutually agreed upon and appended to the Agreement.

During installation the Proponent shall be entitled to receive monthly payments at the rate of ninety percent (90%) of the value of the work actually done and materials in place, according to the estimate of the proponent and confirmed by the Owner and/or Owner's advisor, less all stipulated forfeitures and deductions. These payments shall be made on progress certificates, which will be based on approximate estimates only, and must

not be taken or construed as an acceptance of the work so estimated or as an admission that the Commission is in any way liable to the Contractor in respect thereof. The ten percent (10%) holdback shall be released forty-five days after the Completion of the work or publication of Substantial Completion as defined by the Construction Lien Act, or as soon thereafter as practicable. A certificate for one hundred percent (100%) of the whole amount due under the contract, including extras (less forfeitures and deductions as aforesaid) will be issued payable to the Contractor. After provisions of the contract have been fully complied with, the Bond shall be returned to the Contractor.

A Statutory Declaration form must be submitted at completion of contract and prior to release of the final payment stipulated in the final progress certificate.

The Town shall not be liable for, or be held to pay, any money to the Contractor, except as provided above, and on making the completion payment aforesaid, the Town shall be released from all claim or liability to the Contractor for anything done or furnished for, or relating to, the work, except the claim against the Commission for the remainder, if any there be, of the amounts kept or retained as provided above.

Payments to the Contractor will be made out of the funds under the control of the Town in their public capacity, and no member of the Town or officer of the Town is to be held personally liable or responsible to the Contractor under any circumstances whatsoever.

It should be noted that payment of invoices will be Net 60 days. Requests from the proponent for early payment of invoices will be subject to a 2% discount.

## **25. WITHDRAWAL OR QUALIFYING OF PROPOSALS**

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by the Proponent for this contract.

A Proponent may withdraw his proposal at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the proposal closing location in sufficient time to be marked with the time and date of receipt, and for the Town to note the withdrawal of the proposal prior to the official closing time.

When a request to withdrawal a proposal has been received prior to the closing time, and it has been verified to be signed and sealed by the corporation, the unopened submission envelope will be returned to the Proponent.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a proposal. If applicable, the bid deposit shall be forfeited to the Town when a Proponent attempts to withdraw their proposal after the proposal closing time, in addition to any consequence or applicable legal penalty.

## **26. DISQUALIFIED PROPOSALS**

The Town will not accept Proposals that:

- a) Are received by the Town at the closing location any time after the closing time advertised for the Proposal

- b) Do not contain the required bid bond, certified cheque or bank draft in the required amount (if so required by the request for Proposal)

Disqualifications of Proposals shall be subject to the Town's Purchasing Policy.

## 27. PRIVILEGE CLAUSE

The lowest or any Proposal may not necessarily be accepted. The Corporation of the Town of Amherstburg reserves the right to delete any part, or parts from the Proposal without stating reasons therefore. In the event of any deletion, it is agreed that the contractor will have no claim for loss of potential profit or overhead costs.

## 28. RECORD AND REPUTATION

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted proposal otherwise satisfies the requirements of the proposal or not, the Town may instantly reject any proposal from a Proponent where:

- a) The Proponent is current in litigation with the Town
- b) Registration of Construction liens on past projects conducted by the bidder for, or on behalf of, the Town
- c) The failure of the bidder to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- d) The refusal of the bidder to enter into the contract with the Town after the bidder's Proposal has been accepted by the Town
- e) The refusal of the bidder to perform or complete performance of a contract with the Town at any time after the bidder has been awarded the contract by the Town
- f) The refusal of the bidder to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative
- g) Acts or omissions by the bidder resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the bidder on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

## 29. EVALUATION OF PROPOSAL

Past performance by the Proponent for similar projects undertaken within the Town of Amherstburg may be taken into consideration of the Town's selection of the successful Proponent.

The evaluation measures for this proposal are outlined in the evaluation and criteria provided in Appendix E and will be conducted by an Evaluation Committee. Criteria include, but are not limited to the following:

- Proponent experience and references
- Meeting the technical specifications
- Cost and Warranty
- Aesthetics

The Town of Amherstburg is responsible for evaluating the submissions and the successful proponent will be decided upon in accordance with the Town's Procurement policy.

#### **Presentations**

Actual fixture samples may be requested by the Town, especially as it pertains to the decorative fixtures.

### **30. REVIEWS AND NEGOTIATIONS OF PROPOSALS**

The Town may discuss with a Proponent for the purpose of clarification of their proposals to assure full understanding of the RFP requirements.

All information will be kept secure until after an award recommendation has been made. All conversations and negotiations must be coordinated by the corporate contact assigned to this RFP.

### **31. PROPOSAL ACCEPTANCE OR REJECTION**

It is understood that the Corporation of the Town of Amherstburg is not bound to accept the lowest, or any bid submission.

The Corporate Contact will recommend the award contract to the most suitable and appropriate Proponent as selected by the RFP Evaluation Committee, and will pursue approval of the award of contract in accordance with the Town's procurement policy. The recommendation of an award of contract to Council does not constitute acceptance of the proposal by the Town.

A proposal is accepted by the Town when the agreement in the form bound herein is executed by the Town and the successful Proponent; or when written authorization of the Town and within the 90 day validity period, has issued a written order to commence work to the successful Proponent. The acceptance of the proposal is also conditional upon the receipt of the required insurance certificates.

The Town is not responsible for any liabilities, expenses, loss or damage to the Proponent subsequent to or by reason of the acceptance or non-acceptance by the Town of any Proposal or by reason of any delay in the acceptance of a Proposal. Proposals are subject to a formal contract being prepared and executed.

If an insufficient number of Proposals are received, Proposals may be returned unopened. If only one proposal is received, the Town reserves the right to open said proposal without being bound to enter into contract with the lone respondent.

### 32. PROPOSAL RESULTS

The report recommending an award of contract shall be a matter of public record. The results of the proposal, when requested, may be made public by the Town, and may contain the total proposal price.

The name of the successful Proponent and the contract price shall be deemed public information following the award of contract, however, unit prices contained in the proposal will not be released.

Unsuccessful bidders may request information regarding their proposal evaluation from the Corporate Contact.

### 33. AGREEMENT

The successful Proponent will be required to enter into an agreement with the Town. The agreement found in the form bound herein is provided as a sample of the final agreement and will be executed in quadruplicate by the Town and will be provided to the Proponent in the executed contract.

If a mathematical error has been found in the Proponent's submission and has been properly corrected and initialed by the Proponent, the price stipulated in the agreement will be the corrected contract price.

### 34. CONTRACT EXECUTION

Upon approval of the award of contract, the successful Proponent will be notified by the Town that their proposal has been accepted and an official award of contract letter will be provided.

The successful bidder will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the Proposal deposit (if applicable). No work shall commence on the project until the documents have been executed by the bidder and the insurance and guarantees have been received.

There shall be no variation or substitution from this Proposal unless approved in writing by the Town.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

### 35. PROPONENT DECLARATION

The Proponent, by submission of a proposal, declares that:

- a) The bidder has carefully reviewed the required deliverables and specifications in accordance to this proposal

- b) No one other than the Proponent has any interest in this proposal or in the assignment of the pending contract from this proposal
- c) That all representation in the Proposal submission is true and factual
- d) No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Proposal
- e) The bidder and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit.

### **36. CONFLICT OF INTEREST**

Proponents participating in this proposal process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Amherstburg may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the bidder altogether and provide the contract to the next qualified bidder.

### **37. SUBCONTRACTORS OR SUPPLIERS**

If the Proponent proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the proposal, the Proponent must request approval in writing from the Project Manager. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm, or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Project Manager. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

### **38. PROPONENT'S LIABILITY**

The successful bidder, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Proponent shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the Proponent's part.

**39. INDEMNIFICATION**

The Proponent shall indemnify and save harmless the Town, its elected officials, officers, partners, agents, and employees from and against all claims, actions, demands and expenses arising out of any matter in relation to the Proponent or the Proponent's staff's performance or non-performance of the contract, including but not limited to any such claims, actions, demands and expenses resulting from the failure to exercise the reasonable care, skill, and diligence expected of the Proponent in the performance of services. The Proponent shall also be

responsible for any costs or damages arising from actions, errors, and omissions of any expert professionals or consultants retained by the Proponent, or its agents or employees in the course of providing services to the Town.

**40. ERRORS AND OMISSIONS**

The Town shall not be held liable for any errors or omissions contained in any part of this Request for Proposal. The Town has put forth significant effort to ensure accurate data in this Request for Proposal. The information contained in this Proposal is supplied exclusively as parameters for Proponents. The information contained in this Request for Proposal documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the Request for Proposal is intended to relieve the Proponent from forming their own conclusions with respect to the matters contained therein.

**41. CONTRACT DOCUMENTS**

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, Bonds and Certificates of Insurance all to be furnished by the Proponent on a form satisfactory to the Town. The Proponent shall consult with the Town as to the forms required for the Contract and the Proponent shall not qualify his proposal in respect to these matters.

**42. PROJECT COMMENCEMENT**

The Project shall commence immediately after the contract is awarded and the agreement is signed by all parties. It is anticipated that the project will be awarded on mid-February 2018

**43. COMPLETION DATE**

Each proponent is responsible to establish their completion date, which may not be more than six (6) months after the award of contract.

**44. OCCUPATIONAL HEALTH AND SAFETY ACT**

The Proponent shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will

remain in effect until the Proponent has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the Proponent an extension of the time of completion and the Proponent may be liable for liquidated damages to the Town.

#### **45. PROCUREMENT POLICY BY-LAW / GOVERNING LAW**

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy, respecting purchasing (copy available upon request). By submitting a Quotation for this subject, the Proponent agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Quotation shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### **46. FREEDOM OF INFORMATION ACT**

The bidder hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O, 1990, C.M. 56.

#### **47. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

The Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Proponent shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Proponent shall also maintain a record of all training provided to the Proponent's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

The Town's Accessible Customer Service Standards Policy has been provided in Appendix C.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at [www.accesson.ca/index.aspx](http://www.accesson.ca/index.aspx).



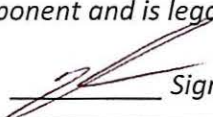
Original

**FORM OF PROPOSAL****PROPONENT IDENTIFICATION SHEET**

BUSINESS NAME OF PROPONENT:	1903292 Ontario Inc %A Anchor Hydro
MAILING ADDRESS OF PROPONENT (INCLUDING POSTAL CODE):	200 St. Arnaud St. Amherstburg, Ont. N9V-2P3
NAME OF CONTACT PERSON REPRESENTING PROPONENT:	Justin Hunt
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING PROPONENT:	519-919-7273
FAX NUMBER OF PROPONENT:	519-736-4783
EMAIL ADDRESS OF PERSON REPRESENTING PROPONENT:	justin@anchorhydro.com
NAME OF PERSON SIGNING ON BEHALF OF PROPONENT:	Justin Hunt
TITLE OF PERSON SIGNING ON BEHALF OF PROPONENT:	President

SIGNATURE OF PERSON AUTHORIZED TO ACT ON  
BEHALF OF PROPONENT:

CORPORATE SEAL:

*(Please affix Corporate Seal)***If a corporate seal does not exist, please acknowledge the following:***"The signature of the person applied to this proposal document is authorized to act on behalf of the proponent and is legally able to bind the company."*  
Signatory Initials

REFERENCES

Provide a minimum of three (3) related projects successfully completed by the firm. Note that references may be contacted. The Town of Amherstburg, or any of its employees, shall not be used as a reference.

Reference No.1

Company Name: Town of Lakeshore  
 Address: 419 Notre Dame, Belle River Ont., NOR-1A0  
 Contact Name & Title: Chad Drummond, Lead Hand for Town of Lakeshore  
 Telephone Number: 519-975-2112 Email address: cdrummond@lakeshore.ca  
 Description of Project: Installation of LED  
Streetlight network using LED Roadway  
NXT Fixture Series for the Town of Lakeshore.  
 Date of Project: August 2015

Reference No.2

Company Name: Township of St. Clair  
 Address: 1155 Emily St., Mooretown Ont. NOR 1MO  
 Contact Name & Title: Gary DePooter, Coordinator of Operations  
 Telephone Number: 519-383-2350 Email Address: gdepooter@twp.stclair.ca  
 Description of Project: Retrofitting of existing  
streetlights to LED fixtures  
 Date of Project: September 2015

REFERENCES- (cont'd)

**Reference No.3**

Company Name: City of Woodstock

Address: City Hall 500 Dundas St., Woodstock, Ont. N4S-0A7

Contact Name & Title: Filippo D'Emilio, Developmental Engineer

Telephone Number: 519-539-2382 ext. 3116 Email Address: fdemilio@cityofwoodstock.ca

Description of Project: Supply and installation of  
LED streetlight fixtures for the conversion  
of HID street lights

Date of Project: November 2016

*\*Provide any attachments in this regard immediately following this sheet*

**ACKNOWLEDGEMENT OF PROPOSAL DOCUMENTS AND ADDENDA  
RECEIVED BY PROPONENT**

I/We, the undersigned, hereby acknowledge and confirm on behalf of 1903292 Ontario Inc.  
% Anchor Hydro

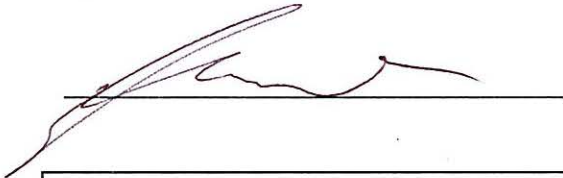
That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Proposal.

1. I/We declare that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a proposal for the supply of the same services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the services described herein.
3. I/We acknowledge that we have received the following addendum to this Request for Proposal and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: 1 to 4.

Signature:

Corporate Seal:



**If a corporate seal does not exist, please acknowledge the following:**

*"The signature of the person applied to this proposal document is authorized to act on behalf of the proponent and is legally able to bind the company."*

 Signatory Initials



**ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED**

I/We, the undersigned, hereby acknowledge and confirm on behalf of 1903292 Ontario Inc.  
o/a Anchor Hydro

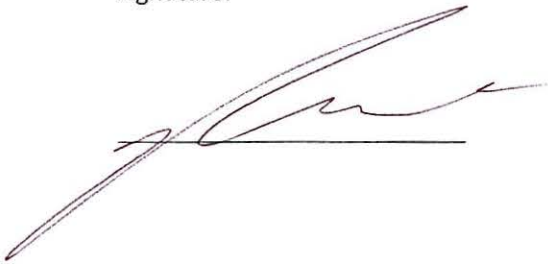
That in the event that of only one proposal having been received by the Town of Amherstburg after this call for proposals, the Town reserves the right to open our proposal, or return the proposal unopened.

Should the Town choose to open our proposal, being the lone response after this call for proposals, I/We understand that the Town reserves the right to accept our proposal, negotiate the terms contained our proposal, or reject our proposal altogether, without being bound to award us with a contract for the work.

The Town is not responsible to us for any liabilities, expenses, loss or damage subsequent to or by reason of the acceptance or non-acceptance by the Town of any proposal.

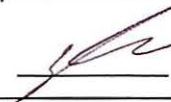
Signature:

Corporate Seal:



**If a corporate seal does not exist, please acknowledge the following:**

*"The signature of the person applied to this proposal document is authorized to act on behalf of the proponent and is legally able to bind the company."*

 Signatory Initials

## SURETY'S CONSENT

Date: **DECEMBER 21<sup>ST</sup>, 2017**

Bond No: **TCS1829002-17-9**

WHEREAS **1903292 ONTARIO INC. O/A ANCHOR HYDRO** (the "Principal") has submitted a written tender to **THE CORPORATION OF THE TOWN OF AMHERSTBURG** (the "Obligee") dated **21<sup>ST</sup> DAY OF DECEMBER, 2017** (the "Tender Date"), concerning:

### **LED STREETLIGHT CONVERSION PROGRAM – CONTRACT NO. T01-2017-002**

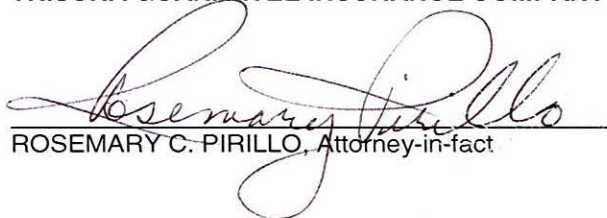
and the condition of this obligation being such that the Principal **shall have the bid accepted within the time period prescribed in the Obligee's bid documents**, or, if no time period is specified in the Obligee's bid documents, within NINETY (90) days from the closing date of tender, we, **TRISURA GUARANTEE INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of **(ONE-HUNDRED PERCENT) OF THE AMOUNT OF THE TENDER**
2. a labour & material payment bond of **(100%)** of the contract price not exceeding the maximum sum of **(ONE-HUNDRED PERCENT) OF THE AMOUNT OF THE TENDER**

This consent shall be null and void thirty (30) days following the award of the contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

**TRISURA GUARANTEE INSURANCE COMPANY**



ROSEMARY C. PIRILLO, Attorney-in-fact

**APPENDIX B  
TOWN OF AMHERSTBURG  
ACCESSIBLE CUSTOMER SERVICE STANDARDS POLICY**

**Accessible Customer Service Standards Policy**

**Disruption of Services**

If there is a disruption in a particular facility or service used to allow a person with a disability to access goods or services, the Town will give notice of the disruption to the public by posting the reason for the disruption, the anticipated duration of the disruption, and alternative facilities or services that may be available. This posting will be in a conspicuous place on the premises of the Town of Amherstburg, the Town website and/or by other reasonable methods in the circumstances.

If the Town anticipates a disruption, the Town will provide a reasonable amount of advance notice of the disruption. If the disruption is unexpected, notice will be provided as soon as possible.

**Training**

The Town will ensure that all persons to whom the *Accessible Customer Service Standards Policy* applies to receive training as required. The amount and format of training given will be tailored to suit each person's interactions with the public and his or her involvement in the development of policies, procedures and practices pertaining to the provision of goods and services. This training includes, but is not limited to, the Town's policies, procedures and practices pertaining to the provision of goods and services to customers with disabilities and how to assist customers with disabilities in accessing the Town's goods and services. The Town will keep records of this training.



**Feedback**

Feedback from the public is welcomed as it may identify areas that require change and encourage service improvements.

Feedback or complaints may be given by telephone, in person, in writing, or in electronic format or through other methods.

Information about the Town's feedback policy and process is posted on the Town's website ([www.amherstburg.ca](http://www.amherstburg.ca)).

If a complaint is received regarding the accessibility of the Town's goods and services, it will be reviewed by the relevant division or department. These will be reviewed for the purpose of resolving the issue and to improve the Town's understanding of the Town of Amherstburg customer's needs.

Feedback will be responded to within three (3) business days of its receipt by the Town.

**Availability of Documents**

This policy will be made available upon request in a format that takes into account the person's disability to any person to whom it provides goods or services as well as on the Town of Amherstburg website.

**Town of Amherstburg**

**Accessible Customer Service Standards Policy**



Town of Amherstburg  
271 Sandwich Street S.  
Amherstburg, Ontario  
N9V 2A5

Phone: 519-736-0012  
Fax: 519-736-5403

Email:  
[accessibility@amherstburg.ca](mailto:accessibility@amherstburg.ca)



**Town of Amherstburg Accessible Customer Service Policy—Background and Purpose**

*The Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* is a Provincial Act with the purpose of developing, implementing and enforcing standards that enhance the ability of persons with disabilities to access the goods and services that are available to others. Accessibility Standards for Customer Service is the first standard to be passed as a regulation and become law in Ontario. Under this standard designated private and public sector organizations must develop certain policies, procedures and practices pertaining to customer service to persons with disabilities.

**What is Accessible Customer Service?**

Persons with disabilities may require assistance or accommodation in the way that goods and services are provided to them. The type of accommodation provided may vary depending on the customer's unique needs.

**Accessible Customer Service Policy Statement**

The Town of Amherstburg is committed to providing quality goods and services that are accessible to all persons that we serve.

**Exclusions**

This Accessible Customer Service Standards Policy shall not apply during any period where Council has declared a "State of Emergency" as defined under the Emergency Management Act.

**GENERAL PRINCIPLES**

**The Provision of Goods and Services to Persons with Disabilities**

The Town of Amherstburg will use reasonable efforts to ensure that the Town's goods and services are provided in a manner that:

- Respects the dignity and independence of persons with disabilities;
- Provides goods and services to persons with disabilities in an integrated manner with those who do not have disabilities unless an alternative measure is necessary and
- Provides an opportunity equal to that of persons without disabilities to obtain, use or benefit from the Town's goods and services.

When communicating with a person with a disability, the Town will do so in a manner that takes into account the person's disability.

**Assistive Devices, Service Animals and Support Persons**

Persons with disabilities may use assistive devices, support persons or service animals to assist them in accessing the Town's goods and services.

The Town will allow people to use their personal assistive device to access services. The Town will also ensure that staff is familiar with how to use or how to access information on the use of the assistive devices which are available in their respective area of responsibility.

If a person with a disability is accompanied by a service animal, the Town will permit the person to enter the premises with the animal and keep it with him or her, unless the animal is otherwise excluded by law from the premises. If the service animal is excluded by law from the premises, the Town will look to other avail-

able measures to enable the person with a disability to obtain, use or benefit from the Town's goods and services.

If it is not readily apparent that the animal is a service animal, the Town may ask the person with a disability for a letter from a physician or nurse confirming that the person requires the animal for reasons relating to his or her disability. The Town may also, or instead, ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

It is the responsibility of the person with a disability to ensure that his or her service animal is kept in control at all times.

If a person with a disability is accompanied by a support person, they are permitted to enter the premises together and are not prevented from having access to each other while on the premises.

The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

Where fees for goods and services are advertised or promoted by the Town of Amherstburg, it will provide advance notice of the amount payable, if any, in respect of the support person.



## **APPENDIX A**

### **ENVELOPE COVER**

Complete the required information on the following Proposal Envelope 1 cover sheet and firmly affix to the submission envelope.

Envelope 1 shall contain:

- P-1 – Proponent Identification Sheet
- P-2 to P-3 – References
- P-4 - Acknowledgement of Proposal Documents Received by Proponent and Addenda
- P-5 – Acknowledgement if Only One Proposal is Received
- Bid Bond



SUBMITTED BY:

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# PROPOSAL ENVELOPE

**SUBMITTED TO:** TOWN OF AMHERSTBURG – TOWN HALL (UPPER LEVEL)  
271 SANDWICH STREET SOUTH  
AMHERSTBURG, ONTARIO  
N9V2A5

**ATTENTION:** CLERKS DEPARTMENT

**PROJECT:** LED STREETLIGHT  
CONVERSION PROGRAM  
TO1-2017-002  
PP-PS-17-22

**CLOSING:** 11:00 A.M. TUESDAY DECEMBER 19, 2017

THIS PORTION TO BE COMPLETED BY THE TOWN OF AMHERSTBURG

RECEIVED DATE: \_\_\_\_\_ RECEIVED TIME: \_\_\_\_\_ RECEIVER'S INITIALS: \_\_\_\_\_ SUBMITTER'S INITIALS: \_\_\_\_\_

**APPENDIX B**  
**TOWN OF AMHERSTBURG**  
**ACCESSIBLE CUSTOMER SERVICE STANDARDS POLICY**

**Accessible Customer Service Standards Policy**

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Where fees for goods and services are advertised or promoted by the Town of Amherstburg, it will provide advance notice of the amount payable, if any, in respect of the support person.





## Appendix C: Pricing Proposal

### Cobrahead Section 'A'

Price per unit table with wattage to be used for lifecycle cost evaluation purposes:

Existing Fixture	Fixture Quantity	Proposed Fixture	Proposed Wattage	Fixture Cost (per unit)	Installation Cost (per unit)	Total (per unit)	Total Cost
100w HPS	74	NXT	46	390.18	90.46	480.64	35,567.36
150w HPS	555	NXT	60	418.94	90.46	509.40	282,717. <sup>00</sup>
175w HPS	50	NXT	80	418.94	90.46	509.40	25,470. <sup>00</sup>
200w HPS	38	NXT	92	560.66	90.46	651.12	24,742.56
250w HPS	40	NXT	133	591.22	90.46	681.68	27,267.20

Total Cost for Cobrahead (Section 'A')

\$ 395,764.12

### Decorative (Provisional) Section 'B'

Price per unit table with wattage to be used for lifecycle cost evaluation purposes:

Existing Fixture	Fixture Quantity	Proposed Fixture	Proposed Wattage	Converted (yes/no)	Fixture Cost (per unit)	Install Cost (per unit)	Total (per unit)	Total Cost
Fixture 'A' 150w	91	King Luminaire	60	No	813.44	87.70	901.14	82,003.74
Fixture 'B' 100w	65	King Luminaire	75	No	1567.40	87.70	1655.10	107,581.50
Fixture 'C' 100w (assumed)	12	King Luminaire	60	Yes	1124.50	87.70	1212.20	14,546.40
Fixture 'D' 100w (assumed)	55	King Luminaire	60	Yes	1124.50	87.70	1212.20	66,671.00
Fixture 'E' 100w	48	King Luminaire	60	Yes	813.44	87.70	901.14	43,254.72
Fixture 'E' 100w	60	King Luminaire	75	Yes	813.44	87.70	901.14	54,068.40
Fixture 'F' 100w	335	King Luminaire	60	Yes	1085.36	87.70	1173.06	392,975.10
Fixture 'F' 150w	20	King Luminaire	75	Yes	1085.36	87.70	1173.06	23,461.20

Total Cost for Decorative (provisional Section 'B')

\$ 784,562.06

Total Cost

Total Cost for Cobrahead (Section 'A')	\$ <u>395,764.12</u>
5% Contingency (on installation cost)	\$ <u>3,423.92</u>
Total Cost (Section 'A')	\$ <u>399,188.04</u>

Total Cost for Decorative (provisional Section 'B')	\$ <u>784,562.06</u>
5% Contingency (on installation cost)	\$ <u>3,008.11</u>
Total Cost (Section 'B')	\$ <u>787,570.17</u>

**PRICING FOR ADDITIONAL ITEMS**

Price to Install (only) arm	\$75.00 + HST each
Price to Install (only) cement pole	\$550.00 + HST each

**Appendix D: Technical Specification Worksheet**  
**Cobrahead Fixtures**

VALUE	1 Points (F0 & F1 Flexibility)	0 Points (F1 Flexibility)	Disqualified (F0 Flexibility)
	Answers "C" to "Comply" <i>AND provides supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>

**Flexibility classification system is as follows**

**F0** – means no flexibility, mandatory level. The supporting documentation is also mandatory. Failing to comply will result in the proposal being rejected.

**F1** – means low flexibility. The criterion should ideally be respected. If the criterion is not met, no points will be awarded.

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
1	Luminaire - Luminaire must be cULus or CSA Listed.	C		Appendix 1 - UL Certification	F0
2	Luminaire - capable of ±5° of vertical tilt, with a built in step mount with increments of 2.5°.	C		Appendix 2 - Spec Sheet & Order Guide	F0
3	Luminaire - shall be suitable for secure mounting on a 42-60mm diameter horizontal tenon and have optional vertical mount capable of accepting 76.2mm and 60mm tenon.	C		Appendix 2 - Spec Sheet & Order Guide	F1
4	Luminaire - Surge protection meets the requirements of ANSI C-High (20kV / 10kA).	C		Appendix 3 - Surge Protection Spec Sheet	F0
5	Luminaire - Tool-less surge protection module (i.e. replaced without a single tool).	C		Appendix 4 - Installation Instructions	F1
6	Luminaire - 3G Vibration as per ANSI C136.31 Roadway Luminaire Vibration.	C		Appendix 5 - Vibration Test Report	F0
7	Photocell – 20-year life, 10-year unconditional manufacturer's warranty.	C		Appendix 6 - Warranty Documents	F1

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
8	Luminaire - minimum luminaire Efficacy of 90 Lm/W at 700mA at 25°C.	C		Appendix 2 - Spec Sheet & Order Guide	F1
9	Luminaire - lighting module (light engine and optics) is a single unit that is field upgradeable without the use of a single tool, for future-proofing and practical upgrading the luminaire cost effectively in the future.	C		Appendix 4 - Installation Instructions	F1
10	Luminaire - lighting distribution pattern is field changeable	C		Appendix 4 - Installation Instructions	F1
11	Luminaire - optics shall be covered by a flat glass lens for ease of cleaning.	C			F0
12	Luminaire - power supply chamber shall be IP-66 Ingress rated.	C		Appendix 7 - IP66 Test Report	F0
13	Luminaire - Fixture shall have no exposed screws beyond those in the terminal block area, ground lug, and the door latch assembly for reliability and ease of serviceability/upgrading.	C			F1
14	Luminaire - If painted, painting shall conform to ASTM B117 to 1,000 hours.	C		Appendix 8 - Salt Spray Test Report	F0
15	Luminaire - Independent 3rd party IES LM-79-08 report for all complete luminaire assemblies.	C		Appendix 9 - IES Files & Available LM-79 Test Reports	F0
16	Luminaire receptacle shall consist of 7-pin as per ANSI C136.41	C		Appendix 2 - Spec Sheet & Order Guide	F0
17	Luminaire - minimum IK09 rating validated by an independent 3rd party laboratory.	C		Appendix 10 - Spec IK 09 Test Reports	F0
18	LED - LM-80 data shall demonstrate calculated L70 of 500,000 hours or higher at 85°C/185°F Junction Temperature based on minimum 10,000 hours data at 700mA.		DN	Appendix 11 - LED L70 Report	F1
19	LED - shall be 4000K (±400K), with a minimum CRI of 70.	C		Appendix 2 - Spec Sheet & Order Guide	F0
20	Driver - Power supply driver shall be a high reliability system with design features and components sets that provide for a minimum of 20 years life expectancy at 25°C.	C		Appendix 12 - Driver MTBF Testing	F0

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
21	Driver - power supply is upgradeable, with a touch time of less than 2 minutes to support future technology upgrades.	C		Appendix 4 - Installation Instructions	F1
22	Driver - power supply maximum rated output of 700mA.	C		Appendix 2 - Spec Sheet & Order Guide	F1
23	Driver – power supply driver shall contain no tar or urethane-based potting materials. Required – written confirmation of compliance from driver manufacturer.	C		Appendix 8 - Potting Confirmation Letter	F1
24	Driver - optional 5-position switch to adjust drive current in the field.	C			F1
25	Driver – shall have a minimum MTBF of 3 million hours at 25°C, supported by an independent Telcordia SR-332 Evaluation.	C		Appendix 12 - Driver MTBF Testing	F0
26	Manufacturing - ISO 9001 certification for power supply and light engine assembly facilities	C		Appendix 13 - ISO 9001 Certification	F0
27	Manufacturing - No less than five (7) years of LED lighting manufacturing experience and a minimum of 250,000 Light emitting diode street/roadway luminaires installed - Required – written confirmation from luminaire manufacturer	C		Appendix 14 - Manufacturing Experience Letter	F0
28	Manufacturing - power supply population and LED light engine population shall take place in a in a single RoHS certified facility for quality control purposes. Required – certification of facility RoHS compliance.	C		Appendix 15 - RoHS Confirmation	F0
29	Manufacturing - nitrogen used in soldering process to improve quality and long term solder joint reliability. Required – compliance letter from the electronics facility utilized	C		Appendix 16 - Nitrogen Usage Confirmation Letter	F1
30	Manufacturing – assembly factory located in Canada with a minimum of 5 years’ experience in producing LED luminaire Assemblies. Provide documentation letter from manufacturer and list one (1) roadway lighting installation located in Canada.	C		Appendix 17 - LRL Location, Customer and Project Letter	F1



## Appendix E: Proposal Evaluation and Criteria

### Evaluation of proposals

During the evaluation period, The Town of Amherstburg reserves the right to request samples to ensure conformity of specifications. The samples shall be new and in original packaging.

### Scoring Summary

Criteria	Summary	Score
<b>Envelope 1</b>		
<b>Part 1 - Business</b>		
<b>1. Experience</b>	<ul style="list-style-type: none"> <li>• Experience in LED streetlight manufacturing</li> <li>• References</li> <li>• Ability to undertake the work required in this RFP</li> </ul>	<b>/15</b>
<b>2. Understanding of Amherstburg Needs</b>	<ul style="list-style-type: none"> <li>• Demonstrate understanding of Amherstburg needs</li> <li>• Value-added propositions</li> </ul>	<b>/15</b>
<b>Part 2 - Technical</b>		
<b>4. Technical Specifications</b>	<ul style="list-style-type: none"> <li>• Compliance with specification requirements, certifications, test reports <b>APPENDIX B</b></li> </ul>	<b>/30</b>
<b>Subtotal (Business/Technical)</b>		<b>/60</b>
<b>Part 3 - Lifecycle cost analysis</b>		
<b>6. Cost</b>	<ul style="list-style-type: none"> <li>• Lifecycle Cost Evaluation Scoring Calculation (Calculator)</li> </ul>	<b>/30</b>
<b>Part 4 - Warranty</b>		
<b>6. Cost</b>	<ul style="list-style-type: none"> <li>• Lifecycle Cost Evaluation Scoring Calculation (Calculator)</li> </ul>	<b>/20</b>
<b>Total</b>		<b>/110</b>

### Cost Evaluation Summary

The proposal with the lowest lifecycle cost shall receive the maximum points allocated for cost. All other proposals will be prorated using the lowest lifecycle cost bid and the following formula: Max Available Pts. – [Max Available Pts. X (total cost – lowest total cost) / lowest total cost]

Note: If the result is a negative number, the score assigned will be 0.

Example: Two technically compliant bids are received and the maximum available points for lifecycle cost equal 30:

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 30 points

Bid 2 would achieve a score of 21 points, calculated as follows:

$$30 - [30 \times (\$130,000 - \$100,000) / \$100,000] = 21$$

In summary:

Proponent Evaluated Cost = Bid Luminaire Price + NPV of Energy Costs (Annual HPS and LED energy consumption for 20 years for all 5 scenario luminaires and quantities, taking into consideration implementation period)

### Warranty

Warranty shall be judged by the warranty (in years) of the lowest warrantied component of the system. The OEM warranty on the power supply and its capacitors shall be deemed to be the warranty period of the power supply, and shall supersede any warranty on the driver offered by the luminaire manufacturer. The full 25 points will be awarded to the longest warranty. All other warranties will be evaluated based on the following formula:

$$\frac{\text{Current warranty proposal being evaluated in years}}{\text{longest warranty proposal being evaluated in years}} \times 25 = \text{score of current warranty proposal being evaluated}$$

### **ADDENDUM #3**

**Replace Item 5 (page IP-15) Proposal Closing Date and Time** – with the following:

#### **5. PROPOSAL CLOSING DATE AND TIME**

Proposals, contained in sealed envelopes with the provided envelope covers (appendix A) firmly affixed, will be received by:

**Clerks Department  
Town of Amherstburg – Town Hall (Upper Level)  
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

**11:00 am (local time), Tuesday December 19, 2017**

Proposal envelopes will not be opened in public.

Proposals must be received at the address noted above no later than the specified closing time. Proposals received after said closing time will not be accepted or considered.

**Replace Appendix A** – Envelope Cover required document list with the following:

Complete the required information on the following Proposal Envelope 1 cover sheet and firmly affix to the submission envelope.

Envelope 1 shall contain:

- P-1 – Proponent Identification Sheet
- P-2 to P-3 – References
- P-4 - Acknowledgement of Proposal Documents Received by Proponent and Addenda
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- Bid Bond
- The Proponent's proposal document (1 original and 3 duplicate copies)
- Appendices A - E

R6010 - \* - PANL - 111 - ~~5~~(SSK) - 7030 - 4K  
40

**Appendix F : Technical Specification Worksheet**  
**Decorative Fixtures**

VALUE	1 Points (F0 & F1 Flexibility)	0 Points (F1 Flexibility)	Disqualified (F0 Flexibility)
	Answers "C" to "Comply" <i>AND provides supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>

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2	Luminaire - Surge protection meets the requirements of ANSI C-High (20kV / 10kA).	C			F0
3	Luminaire - 3G Vibration as per ANSI C136.31 Roadway Luminaire Vibration.		DN		F1
4	Photocell – 20-year life, 10-year unconditional manufacturer's warranty.	C			F1
5	Luminaire - minimum luminaire Efficacy of 90 Lm/W at 700mA at 25°C.	C			F1
6	Luminaire - lighting module (light engine and optics) is a single unit that is field upgradeable for upgrading the luminaire cost effectively in the future.	C			F1
7	Luminaire - power supply chamber shall be IP-66 Ingress rated.		DN		F1

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9	Luminaire - If painted, painting shall conform to ASTM B117 to 1,000 hours.	C			F0
10	Luminaire - Independent 3rd party IES LM-79-08 report for all complete luminaire assemblies.	C			F0
11	Luminaire receptacle shall consist of 7-pin as per ANSI C136.41	C			F0
12	Luminaire - minimum IK09 rating validated by an independent 3rd party laboratory.		DN		F0
13	LED - LM-80 data shall demonstrate calculated L70 of <del>500,000</del> hours or higher at 85°C/185°F Junction Temperature based on minimum 10,000 hours data at 700mA. <del>50,000</del>	C			F1
14	LED - shall be 4000K (±400K), with a minimum CRI of 70.	C			F0
15	Driver - Power supply driver shall be a high reliability system with design features and components sets that provide for a minimum of 20 years life expectancy at 25°C.	C			F0
16	Driver - power supply is upgradeable, with a touch time of less than 2 minutes to support future technology upgrades.				F1
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21	Manufacturing - ISO 9001 certification for power supply and light engine assembly facilities	C			F0
22	Manufacturing - No less than five (7) years of LED lighting manufacturing experience and a minimum of 250,000 Light emitting diode street/roadway luminaires installed - Required – written confirmation from luminaire manufacturer	C			F0
23	Manufacturing - power supply population and LED light engine population shall take place in a in a single RoHS certified facility for quality control purposes. Required – certification of facility RoHS compliance.		DN		F0
24	Manufacturing - nitrogen used in soldering process to improve quality and long term solder joint reliability. Required – compliance letter from the electronics facility utilized		DN		F1
25	Manufacturing – assembly factory located in Canada with a minimum of 5 years' experience in producing LED luminaire Assemblies. Provide documentation letter from manufacturer and list one (1) roadway lighting installation located in Canada.		DN		F1

??

K445R - TIGR - 1V - ~~SS~~(SSL) - 4004 - 4K  
40

**Appendix F : Technical Specification Worksheet**  
**Decorative Fixtures**

VALUE	1 Points (F0 & F1 Flexibility)	0 Points (F1 Flexibility)	Disqualified (F0 Flexibility)
	Answers "C" to "Comply" <i>AND provides supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>

Flexibility classification system is as follows

**F0** – means no flexibility, mandatory level. The supporting documentation is also mandatory. Failing to comply will result in the proposal being rejected.

**F1** – means low flexibility. The criterion should ideally be respected. If the criterion is not met, no points will be awarded.

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
1	Luminaire - Luminaire must be cULus or CSA Listed.	C			F0
2	Luminaire - Surge protection meets the requirements of ANSI C-High (20kV / 10kA).	C			F0
3	Luminaire - 3G Vibration as per ANSI C136.31 Roadway Luminaire Vibration.		DN		F1
4	Photocell – 20-year life, 10-year unconditional manufacturer's warranty.	C			F1
5	Luminaire - minimum luminaire Efficacy of 90 Lm/W at 700mA at 25°C.	C			F1
6	Luminaire - lighting module (light engine and optics) is a single unit that is field upgradeable for upgrading the luminaire cost effectively in the future.	C			F1
7	Luminaire - power supply chamber shall be IP-66 Ingress rated.		DN		F1

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
8	Luminaire - Fixture shall have no exposed screws beyond those in the terminal block area, ground lug, and the door latch assembly for reliability and ease of serviceability/upgrading.	C			F1
9	Luminaire - If painted, painting shall conform to ASTM B117 to 1,000 hours.	C			F0
10	Luminaire - Independent 3rd party IES LM-79-08 report for all complete luminaire assemblies.	C			F0
11	Luminaire receptacle shall consist of 7-pin as per ANSI C136.41	C			F0
12	Luminaire - minimum IK09 rating validated by an independent 3rd party laboratory.		DN		F0
13	LED - LM-80 data shall demonstrate calculated L70 of <del>500,000</del> hours or higher at 85°C/185°F Junction Temperature based on minimum 10,000 hours data at 700mA. <i>50,000</i>	C			F1
14	LED - shall be 4000K (±400K), with a minimum CRI of 70.	C			F0
15	Driver - Power supply driver shall be a high reliability system with design features and components sets that provide for a minimum of 20 years life expectancy at 25°C.	C			F0
16	Driver - power supply is upgradeable, with a touch time of less than 2 minutes to support future technology upgrades.				F1
17	Driver - power supply maximum rated output of 700mA.		DN		F1
18	Driver - power supply driver shall contain no tar or urethane-based potting materials. Required - written confirmation of compliance from driver manufacturer.		DN		F1
19	Driver - optional 5-position switch to adjust drive current in the field.	C			F1
20	Driver - shall have a minimum MTBF of 3 million hours at 25°C, supported by an independent Telcordia SR-332 Evaluation.		DN		F1

X



Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
21	Manufacturing - ISO 9001 certification for power supply and light engine assembly facilities	C			F0
22	Manufacturing - No less than five (7) years of LED lighting manufacturing experience and a minimum of 250,000 Light emitting diode street/roadway luminaires installed - Required – written confirmation from luminaire manufacturer	C			F0
23	Manufacturing - power supply population and LED light engine population shall take place in a in a single RoHS certified facility for quality control purposes. Required – certification of facility RoHS compliance.		DN		F0
24	Manufacturing - nitrogen used in soldering process to improve quality and long term solder joint reliability. Required – compliance letter from the electronics facility utilized		DN		F1
25	Manufacturing – assembly factory located in Canada with a minimum of 5 years' experience in producing LED luminaire Assemblies. Provide documentation letter from manufacturer and list one (1) roadway lighting installation located in Canada.		DN		F1

X

KCK210-P4GSG-11-100(SSL)-7030-4K

**Appendix F : Technical Specification Worksheet**  
**Decorative Fixtures**

VALUE	1 Points (F0 & F1 Flexibility)	0 Points (F1 Flexibility)	Disqualified (F0 Flexibility)
	Answers "C" to "Comply" <i>AND provides supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>	Answers "DN" to "Do Not Comply" <i>OR DOES NOT provide supporting documentation</i>

Flexibility classification system is as follows

**F0** – means no flexibility, mandatory level. The supporting documentation is also mandatory. Failing to comply will result in the proposal being rejected.

**F1** – means low flexibility. The criterion should ideally be respected. If the criterion is not met, no points will be awarded.

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
1	Luminaire - Luminaire must be cULus or CSA Listed.	C			F0
2	Luminaire - Surge protection meets the requirements of ANSI C-High (20kV / 10kA).	C			F0
3	Luminaire - 3G Vibration as per ANSI C136.31 Roadway Luminaire Vibration.		DN		F1
4	Photocell – 20-year life, 10-year unconditional manufacturer's warranty.	C			F1
5	Luminaire - minimum luminaire Efficacy of 90 Lm/W at 700mA at 25°C.	C			F1
6	Luminaire - lighting module (light engine and optics) is a single unit that is field upgradeable for upgrading the luminaire cost effectively in the future.	C			F1
7	Luminaire - power supply chamber shall be IP-66 Ingress rated.		DN		F1

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
8	Luminaire - Fixture shall have no exposed screws beyond those in the terminal block area, ground lug, and the door latch assembly for reliability and ease of serviceability/upgrading.	C			F1
9	Luminaire - If painted, painting shall conform to ASTM B117 to 1,000 hours.	C			F0
10	Luminaire - Independent 3rd party IES LM-79-08 report for all complete luminaire assemblies.	C			F0
11	Luminaire receptacle shall consist of 7-pin as per ANSI C136.41	C			F0
12	Luminaire - minimum IK09 rating validated by an independent 3rd party laboratory.		DN		F0
13	LED - LM-80 data shall demonstrate calculated L70 of <del>500,000</del> hours or higher at 85°C/185°F Junction Temperature based on minimum 10,000 hours data at 700mA. <del>50,000</del>	C			F1
14	LED - shall be 4000K (±400K), with a minimum CRI of 70.	C			F0
15	Driver - Power supply driver shall be a high reliability system with design features and components sets that provide for a minimum of 20 years life expectancy at 25°C.	C			F0
16	Driver - power supply is upgradeable, with a touch time of less than 2 minutes to support future technology upgrades.				F1
17	Driver - power supply maximum rated output of 700mA.		DN		F1
18	Driver - power supply driver shall contain no tar or urethane-based potting materials. Required - written confirmation of compliance from driver manufacturer.		DN		F1
19	Driver - optional 5-position switch to adjust drive current in the field.	C			F1
20	Driver - shall have a minimum MTBF of 3 million hours at 25°C, supported by an independent Telcordia SR-332 Evaluation.		DN		F1

X

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
21	Manufacturing - ISO 9001 certification for power supply and light engine assembly facilities	C			F0
22	Manufacturing - No less than five (7) years of LED lighting manufacturing experience and a minimum of 250,000 Light emitting diode street/roadway luminaires installed - Required – written confirmation from luminaire manufacturer	C			F0
23	Manufacturing - power supply population and LED light engine population shall take place in a in a single RoHS certified facility for quality control purposes. Required – certification of facility RoHS compliance.		DN		F0
24	Manufacturing - nitrogen used in soldering process to improve quality and long term solder joint reliability. Required – compliance letter from the electronics facility utilized		DN		F1
25	Manufacturing – assembly factory located in Canada with a minimum of 5 years' experience in producing LED luminaire Assemblies. Provide documentation letter from manufacturer and list one (1) roadway lighting installation located in Canada.		DN		F1

X

KCK118R - B3AR - 60(SSL) - 1036 - SST - 4X

Fixture F1  
 Fixture F2  
 C  
 D

**Appendix F : Technical Specification Worksheet**  
**Decorative Fixtures**

VALUE	1 Points (F0 & F1 Flexibility)	0 Points (F1 Flexibility)	Disqualified (F0 Flexibility)
	Answers "C" to "Comply" <b>AND</b> <u>provides supporting documentation</u>	Answers "DN" to "Do Not Comply" <b>OR DOES NOT</b> <u>provide supporting documentation</u>	Answers "DN" to "Do Not Comply" <b>OR DOES NOT</b> <u>provide supporting documentation</u>

Flexibility classification system is as follows

**F0** – means no flexibility, mandatory level. The supporting documentation is also mandatory. Failing to comply will result in the proposal being rejected.

**F1** – means low flexibility. The criterion should ideally be respected. If the criterion is not met, no points will be awarded.

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
1	Luminaire - Luminaire must be cULus or CSA Listed.	C			F0
2	Luminaire - Surge protection meets the requirements of ANSI C-High (20kV / 10kA).	C			F0
3	Luminaire - 3G Vibration as per ANSI C136.31 Roadway Luminaire Vibration.		DN		F1
4	Photocell – 20-year life, 10-year unconditional manufacturer's warranty.	C			F1
5	Luminaire - minimum luminaire Efficacy of 90 Lm/W at 700mA at 25°C.	C			F1
6	Luminaire - lighting module (light engine and optics) is a single unit that is field upgradeable for upgrading the luminaire cost effectively in the future.	C			F1
7	Luminaire - power supply chamber shall be IP-66 Ingress rated.		DN		F1

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
8	Luminaire - Fixture shall have no exposed screws beyond those in the terminal block area, ground lug, and the door latch assembly for reliability and ease of serviceability/upgrading.	C			F1
9	Luminaire - If painted, painting shall conform to ASTM B117 to 1,000 hours.	C			F0
10	Luminaire - Independent 3rd party IES LM-79-08 report for all complete luminaire assemblies.	C			F0
11	Luminaire receptacle shall consist of 7-pin as per ANSI C136.41	C			F0
12	Luminaire - minimum IK09 rating validated by an independent 3rd party laboratory.		DN		F0
13	LED - LM-80 data shall demonstrate calculated L70 of 500,000 hours or higher at 85°C/185°F Junction Temperature based on minimum 10,000 hours data at 700mA. 50,000	C			F1
14	LED - shall be 4000K (±400K), with a minimum CRI of 70.	C			F0
15	Driver - Power supply driver shall be a high reliability system with design features and components sets that provide for a minimum of 20 years life expectancy at 25°C.	C			F0
16	Driver - power supply is upgradeable, with a touch time of less than 2 minutes to support future technology upgrades.				F1
17	Driver - power supply maximum rated output of 700mA.		DN		F1
18	Driver - power supply driver shall contain no tar or urethane-based potting materials. Required - written confirmation of compliance from driver manufacturer.		DN		F1
19	Driver - optional 5-position switch to adjust drive current in the field.	C			F1
20	Driver - shall have a minimum MTBF of 3 million hours at 25°C, supported by an independent Telcordia SR-332 Evaluation.		DN		F1

X

Item	Specification Item	Comply (C)	Do Not Comply (DN)	Evidence/ Document Location	Flexibility
21	Manufacturing - ISO 9001 certification for power supply and light engine assembly facilities	C			F0
22	Manufacturing - No less than five (7) years of LED lighting manufacturing experience and a minimum of 250,000 Light emitting diode street/roadway luminaires installed - Required – written confirmation from luminaire manufacturer	C			F0
23	Manufacturing - power supply population and LED light engine population shall take place in a in a single RoHS certified facility for quality control purposes. Required – certification of facility RoHS compliance.		DN		F0
24	Manufacturing - nitrogen used in soldering process to improve quality and long term solder joint reliability. Required – compliance letter from the electronics facility utilized		DN		F1
25	Manufacturing – assembly factory located in Canada with a minimum of 5 years' experience in producing LED luminaire Assemblies. Provide documentation letter from manufacturer and list one (1) roadway lighting installation located in Canada.		DN		F1

X



Licence # 7010026

Anchor Hydro  
200 St Arnaud St  
Amherstburg, ON N9V 2P3  
519-736-3780

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## INTRODUCTION

Anchor Hydro is an Amherstburg based electrical contracting company servicing the industrial, commercial, utility and greenhouse sectors. We specialize in utility work, streetlight installation and service. Our satellite locations situated in Leamington and Caledonia ensure that we are able to perform all service work in a timely fashion.

We are proud members of IHSA, the Progressive Contractor Association, the Windsor Construction Association and CLAC Local 53. Also, Anchor Hydro is the authorized warranty contractor for LED Roadway Lighting.

Our staff is experienced and well-rounded with a mix of Journeypersons and Apprentices. We have developed and implemented a Safety Program that has proven effective in that our safety record is flawless and we are in good standing with WSIB. All vehicles and equipment have up to date inspections and certifications and are maintained per our Vehicle Maintenance Policy.

Copies of these and other policies are kept at our head office location of 200 St Arnaud Street, Amherstburg, ON N9V 2P3. Please call 519-736-3780 between the hours of 7:30am – 5:00pm should you require any additional information.





Licence # 7010026

Anchor Hydro  
200 St Arnaud St  
Amherstburg, ON N9V 2P3  
519-736-3780

## SERVICES TO BE PROVIDED

Anchor Hydro proposes to provide the following goods and services:

- Procurement and installation of all material including:
  - Light Fixtures
  - Photo Eyes
  - Fuses as needed
  - Fuse Holders as needed
  - Arms as needed
  - Poles as needed
- Review of existing lighting with the manufacturer to ensure proper light levels
- Rewiring of poles and arms where required to ESA requirements
- Indoor storage of material in our Amherstburg yard
- Rebate application paperwork
- Proper disposal/recycling of all old fixtures
- Weekly tracking of changed fixtures
- Assign Pole Numbers
- Inspection of existing pole wiring and fuse holders and replace as needed
- Check light levels after installation of all new fixtures
- 15 Week Project timeline conditional on fixture delivery and inclement weather

The following is a list of prior Streetlight Conversions that we have successfully completed:

Town Of Lakeshore

City Of Woodstock, Phase 1

City of Lincoln

Township of St Clair

City Of Woodstock, Phase 2 (in progress)

City Of West Lincoln

## PROPOSAL

Our submission will address the following items:

- Supply and Install 757 LED Roadway Lighting Cobra Head LED fixtures c/w photo eyes
- A separate price for the Supply and Installation of 686 various Decorative LED Street Lights c/w photo eyes. These items may be new or retrofit depending on supplied specifications
- In conjunction with the manufacturer, we will confirm the new lighting levels will meet or exceed existing levels
- Pricing will include all necessary components for proper installation on existing poles and arms
  - New Fuses and Fuse Holders as needed
  - Rewire to ESA requirements if needed
  - ESA Permit & Inspection
- A separate price for new poles and arms will be provided as this may be needed in certain cases
- Submit SaveOn Energy Application
- Ensure proper disposal of old fixtures as per the SaveOn Energy Program
- Weekly tracking of all installations as per RFQ
- Fixtures carry 10 year Manufacturer's Warranty



### Value Added Items

- Anchor Hydro will provide a 5 year warranty on labour and workmanship, including the failure of the following components:
  - Photo Eyes
  - Drivers
  - Light Boards
  - Fuses if they fail as the result of a failed lighting component. Fuse will not be under warranty if they fail due to lightning strikes and/or utility issues
- Anchor Hydro will respond to non-critical calls within 12 hours
- Anchor Hydro will respond to emergency calls within 2 hours
- Anchor Hydro will inventory spare parts in its Amherstburg warehouse to enable quick response
- The quoted fixtures are "Smart Control" ready therefore the Control System can be easily added
- Depending of fixture delivery, Anchor Hydro can put multiple trucks into service to complete the installation in a timely manner
- Anchor Hydro can start immediately

Anchor Hydro is an Amherstburg based electrical contracting company servicing the industrial, commercial, utility and greenhouse sectors. We specialize in utility work, streetlight installation and service.

### PAST PROJECTS

Agriville Farms Project Value \$ 2,500,000

Scope Of Work

- Supply and Install High Voltage Infrastructure
- Supply and Install 15 acres with Horticulture Grow Lights
- Daily Maintenance and Service

Agriville Farms Project Value \$ 3,000,000

Scope Of Work

- Supply and Install High Voltage Infrastructure
- Supply and Install 30 acres with Horticulture Grow Lights
- Daily Maintenance and Service

Mucci Farms Project Value \$ 600,000

Scope Of Work

- Supply & Install High Voltage Infrastructure
- Daily Maintenance and Service

Via Verde Farms Project Value \$ 700,000

Scope Of Work

- Supply & Install High Voltage Infrastructure
- Supply & Install 9 acres with Horticultural Grow Lights
- Co-Gen Installation

### PREVIOUS STREETLIGHT UPGRADES

Town of Lakeshore Project Value \$ 128,000

Scope Of Work

- Install Light Fixtures
- Submitted SaveOn Energy Rebate Application
- Proper disposal of old fixtures

Township Of St Clair Project Value \$ 159,000  
Scope Of Work

- Install Light Fixtures
- Submitted SaveOn Energy Rebate Application
- Proper disposal of old fixtures

City Of Woodstock, Phase 1 Project Value \$ 646,000  
Scope Of Work

- Supply and Install Light Fixtures
- Submitted SaveOn Energy Rebate Application
- Proper disposal of old fixtures
- Geomapping

City of Lincoln & West Lincoln Project Value \$ 151,000  
Scope Of Work

- Install Light Fixtures
- Submitted SaveOn Energy Rebate Application
- Proper disposal of old fixtures

**Notes:**

We are currently completing Phase 2 for the City of Woodstock valued at \$ 2,300,000  
We are responsible for the streetlight repairs and maintenance for the Town of Lakeshore.

**STAFF**

Justin Hunt, ME President

- 16 years' experience
- Master Electrician
- 309A Maintenance & Construction Electrician Licence
- 434 Powerline Technician Apprentice

Frank Hunt, ME, CEM Project Manager

- 40 years' experience
- Master Electrician
- 309A Maintenance & Construction Electrician Licence
- Certified Energy Manager
- Certified Demand-side Management Professional
- Electrical Mechanical Engineering Technician

Dave Garrow, ME Lead Hand

- 25 years' experience
- Master Electrician
- 309A Maintenance & Construction Electrician Licence
- 434 Powerline Technician





Licence # 7010026

Anchor Hydro  
200 St Arnaud St  
Amherstburg, ON N9V 2P3  
519-736-3780

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### COMPANY CONTACTS

Connie Scott, Office Manager	7:30am – 5:00pm	519-736-3780	connie@anchorhydro.com
Justin Hunt, President	24 hours	519-919-7273	justin@anchorhydro.com
Frank Hunt	7:30am – 5:00pm	519-919-3335	
Justin Gignac	24 hours	519-980-7991	
Steve Machan	24 hours	519-890-7782	

Fax: 519-736-4783

## **KING LUMINAIRE.**

Part 1-Company Experience and information:

### **Item 3**

We are a family business that operates by the core values of honesty, integrity, compassion and respect to better the lives of our employees, their families, our customers and the communities we represent. The StressCrete Group services multiple market segments through two divisions. StressCrete Ltd., established in 1953, is the longest-operating, most experienced manufacturer of spun concrete poles in North America. With plants in Alabama, Kansas and Ontario, we offer the broadest, most diverse range of spun concrete poles and bollards in the industry; with quality second to none. King Luminaire Co. Inc. produces a comprehensive assortment of high performance outdoor luminaires, metal poles, pole arms and accessories, plus bollards and site amenities. With an array of state-of-the-art LED Technology and HID optical systems, and plants in Ohio and Ontario, King Luminaire is a North American leader in the outdoor lighting industry. At The StressCrete Group, we provide every customer with the highest quality innovative products and work as a team to create and maintain life-long customers through world class service.

### **Item 4**

King Luminaire Co Inc (head office)  
840 Walkers Line  
Burlington, On  
L7R 3X9

### **Item 9**

- Oakville, ON, replaced over 4500 luminaires of various styles in the Town of Oakville
- Pickering, ON, replaced 2000 luminaires of various styles in Pickering
- LaSalle, ON, replaced or converted 285 luminaires.
- North Middlesex, Parkhill, ON, replaced 53 luminaires.



**Item 11**

**References,**

**Martin Maguire**

**Manager - Traffic Operations**

**Roads & Works Operations**

Town of Oakville | 905-845-6601, ext.3304

[martin.maguire@oakville.ca](mailto:martin.maguire@oakville.ca)

**Jonathan Osborne**

**Public Works**

Town of LaSalle | 519-969-7770, ext.1255

[josborne@lasalle.ca](mailto:josborne@lasalle.ca)

**Martha Gawley**

**Finance Coordinator**

**Municipality of North Middlesex**

229 Parkhill Main Street

Parkhill, ON NOM 2K0

519-294-6244 ext.226

Email: [marthag@northmiddlesex.on.ca](mailto:marthag@northmiddlesex.on.ca)



Certificate CA06/3929.00



The management system of

# StressCrete Ltd. / King Luminaire Co. Inc.

840 Walkers Line, Box 7  
Burlington, Ontario, L7R 3X9, Canada



has been assessed and certified as meeting the requirements of

## ISO 9001:2008

For the following activities

**Design and manufacturer of spun concrete poles used for street, area and ornamental lighting, power distribution, transmission, communication, surveillance, flag & sports lighting.**

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization

This certificate is valid from 16 September 2015 until 15 September 2018 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date.

Issue 4 : 11 September 2015.  
Certified since September 2006.

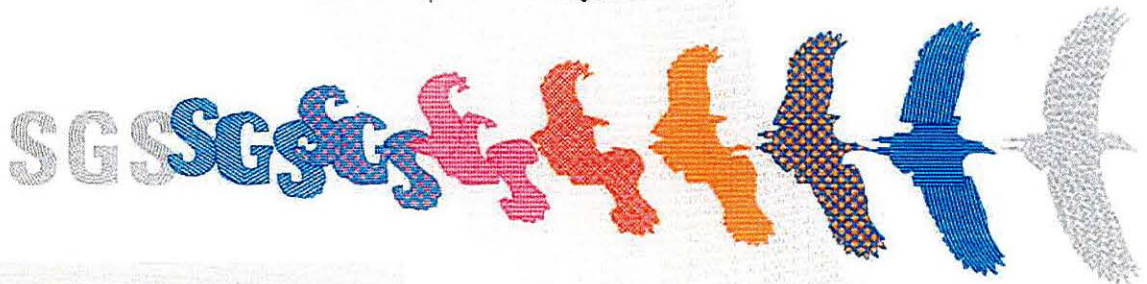
Authorized by

John Woodman  
Senior Vice President SSC, North America  
SGS Systems & Services Certification, a Division of SGS North America, Inc.  
201 Route 17 North, Rutherford, NJ 07070, USA  
t (201) 508-3000 f (201) 935-4555 [www.us.sgs.com](http://www.us.sgs.com)

This certificate remains the property of SGS and shall be returned upon request



Page 1 of 2



This document is issued by the Company subject to its General Conditions of Certification Services accessible at [www.sgs.com/terms\\_and\\_conditions.htm](http://www.sgs.com/terms_and_conditions.htm). Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at <http://www.sgs.com/en/Our-Company/Certified-Client-Directories/Certified-Client-Directories.aspx>. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Certificate CA06/3929.00, continued



**StressCrete Ltd. /  
King Luminaire Co. Inc.**

**ISO 9001:2008**



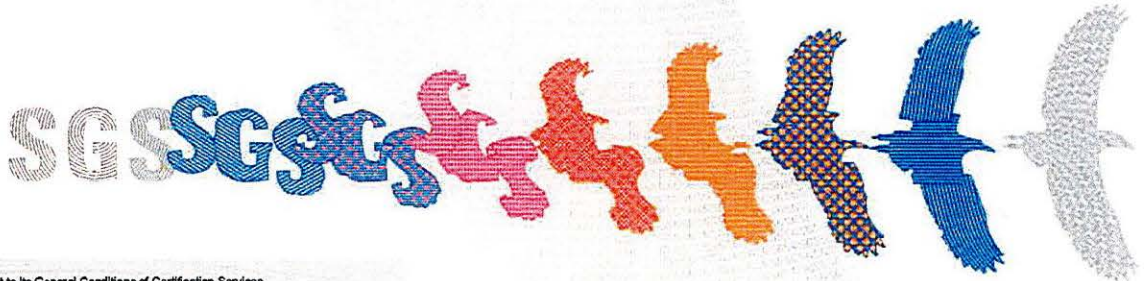
Issue 4 : 11 September 2015

Additional facilities

**King Luminaire Co. Inc.**  
1153 State Route 46N, Jefferson, Ohio, 44047, United States

For the following activities:

**Design and manufacturer of decorative luminaires, metal poles,  
fabricated arms, site amenities such as trash receptacles, benches,  
bicycle racks and other fabricated products**



**T H E   S T R E S S C R E T E   G R O U P**

December 18, 2017

840 Walkers Line  
P.O. Box 7, Burlington  
Ontario, Canada L7R 3X9  
Telephone (905) 632-9301  
Toll Free 1-800-268-7809  
Fax (905) 632-8116  
Email: [scgroup@stresscrete.ca](mailto:scgroup@stresscrete.ca)

9200 Energy Lane  
Northport  
Alabama, USA  
35476-3442

1153 State Route 46N  
Jefferson  
Ohio, USA  
44047

[www.stresscrete.com](http://www.stresscrete.com)  
[www.kingluminaire.com](http://www.kingluminaire.com)

To whom it may concern:

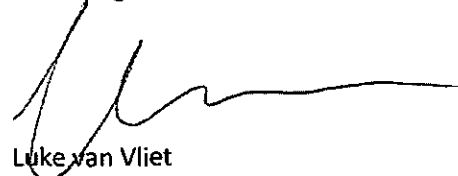
King Luminaire has all the products below in process for DLC listing. The average time it takes to have products listed on the DLC Qualified Product Listing is 6 – 8 weeks.

K601D-T-P4NL-60(SSL)-7030-120-PR7-4K-BK  
K445R-T1-IV-75-(SSL)-4004-120 -K14-PR7-SST -CRS-4K-BK  
KCK118R-B3AR-IV-60 (SSL)-1036-120-4K-SST -PR7  
KCK118R-B3AR-IV-75 (SSL)-1036-120-4K-SST -PR7  
KCK210-P4SG-111-60 (SSL)-7030-120-4K  
KCK210-P4SG-111-75 (SSL)-7030-120-4K

King Luminaire has multiple products listed on the DLC Qualified Product Listing that utilizes the same LED systems. These products meet or exceed the minimum technical requirement published on the DLC website.

There will be no issue with the above products gaining DLC listing and qualifying for rebates.

Warm regards,



Luke van Vliet  
VP of Sales and Marketing



The StressCrete Group  
840 Walkers Line  
Burlington, ON, Canada, L7R3X9  
Tel: (905) 632-9301  
Fax:(905) 632-8116  
Toll Free: 1-800-268-7809



King Luminaire • StressCrete

# **A BRIEF DESCRIPTION OF THE MANUFACTURER – ITS CLIENTS, ITS HISTORY, ITS STAFF; A COMPANY DESCRIPTION, EXACT LOCATION AND ADDRESS**

**LED Roadway Lighting Ltd., Headquarters address and location:**

115 Chain Lake Drive,  
Halifax, NS  
B3S 1B3  
902.450.2222

**LED Roadway Lighting Ltd., Manufacturing Facility address and location:**

21 Tantramar Crescent,  
Amherst, NS  
B4H 4S8  
902.667.1228

**Company Organization:** Privately Held Corporation

**Established:** 2007

**RoHS manufacturing certification:** 2005

**Number of employees:** 200+

**First installation:** 2008

LRL also has manufacturing facilities in the UK; USA; Mexico; Brazil, China and the Caribbean.

**LED Roadway Lighting Ltd. (LRL)** is a leading designer and manufacturer of LED (light-emitting diode) based street and area lighting fixtures and control systems. Our highly energy efficient streetlights are a commercially viable LED-based replacement for HPS street lighting. The design parameters require that the fixture be a one-for-one replacement of existing HID fixtures and provide light levels required to meet existing lighting standards IESNA RP-08-14.

LRL’s design team has leading expertise in LED technology, optics, thermal management and mechanical design. Our design team engaged with several major utilities to identify key requirements in performance, energy savings and product reliability. The culmination of the product development program is the **Satellite™ Series** product line which is designed with the same rules for reliability used in Satellite systems which surround the globe.

All power supplies and light engines used in LED Roadway Lighting **NXT™** fixtures are designed and manufactured by LRL to ensure reliability and total process control. All performance data provided by LRL is supported by independent test reports, including LM-79 and LM-80 data. We also provide a service which includes analysis to customer-specific requirements such as side-by-side comparisons, ROI calculations and environmental impact reports.

Since its inception the **Satellite™ Series** has been installed in over 300 locations in over 35 countries around the world. It has been extremely well received globally for its robust design and ability to meet customer required light levels with unmatched energy savings.

For the Amherstburg street lighting conversion project, LED Roadway Lighting is proposing its Canadian made and award winning **NXT™ Series** luminaire. The **NXT™ Series** is the very best from LRL and is designed for sustainability, architectural integrity, high performance, unmatched reliability, and upgradeability.

Our manufacturing processes are designed with the highest attention to detail for environmental responsibility and the modular design of **NXT™ Series** allows users to easily and quickly upgrade or replace light engines or power supplies, without



tools in less than one minute. It also features increased flexibility and freedom in changing optical distribution patterns and provides the ability to upgrade to more advanced generations of LED technology further prolonging the life of your lighting infrastructure.

LRL is vertically integrated with complete lighting design and lab facilities, as well as state of the art electronics manufacturing and assembly plant that has been producing LED lighting products since 2003. Our technical sales and support staff provide any required assistance for the project and work with each client to find solutions to fit their lighting needs. All power supplies, light engines, and electronics are designed, manufactured and tested in-house for the NXT Series. When selecting LRL for your project, you are dealing with the manufacturer, not an integrator of third-party components. We offer true single source responsibility.

## MANUFACTURER’S HISTORY OF PROJECTS

To date, LRL has sold close to 500,000 luminaires. Since the first year LRL has been in business, annual sales have grown substantially. LRL is the top selling LED street light manufacturer within Canada, and we are proud to be a Canadian owned and operated company which employs nearly 200 Canadians in Halifax and Amherst NS, along with outside sales people in various locations around the world. LED Roadway Lighting has shipped tens of thousands of our fixtures in the province of Ontario since our inception.

**City of Windsor** Qty: 22,063  
Year: 2015

**Corporation of the Town of Kingsville** Qty: 1280  
Year: 2015

**Municipality of North Perth**  
Qty: 832 Year: 2013

**City of Thunder Bay** Qty: 8000 with Lumen IQ™ Adaptive Controls  
Year: 2013

**City of Temiskaming Shores**  
Qty: 1209 Year: 2015

**Municipality of West Perth**  
Qty: 767 Year: 2014

**Corporation of the Town of Whitby** Qty: 12,290  
Year: 2015

**Town of Bracebridge** Qty: 975  
Year: 2015

**Municipality of Middlesex Centre** Qty: 759  
Year: 2015

**Township of Centre Wellington** Qty: 2017  
Year: 2015

**Town of Parry Sound** Qty: 873  
Year: 2015

**Town of Huntsville** Qty: 582  
Year: 2015

## MANUFACTURER’S REERENCES

### 1. Project Title and Location – Nova Scotia Infrastructure and Renewal (NSTIR) LED Conversion, Province of Nova Scotia

Project Value: > \$1,500,000

Owner: NSTIR

Date Complete: 2011, smaller project on-going

Reference Name: Perry Hill

Phone: (902) 424-7535

Email address: [Perry.Hill@novascotia.ca](mailto:Perry.Hill@novascotia.ca)

2. Project Title and Location – **Supply & Delivery of LED Street Lighting – Thunder Bay ON**

Project Value: > \$3,000,000.00  
Owner: City of Thunder Bay  
Date Complete: on-going  
Reference Name: Jesse Mikulinski  
Phone: (807) 474-4834  
Email address: [JMikulinski@thunderbay.ca](mailto:JMikulinski@thunderbay.ca)

3. Project Title and Location – **Supply and Delivery of Light Emitting Diode (“LED”) Street Lighting Luminaires, Windsor ON**

Project Value: > \$8,000,000.00  
Owner: City of Windsor  
Date Complete: 2016  
Reference Name: Tiffany Pocock  
Phone: (519) 255-6100 ext. 6506  
Email address: [tpocock@citywindsor.ca](mailto:tpocock@citywindsor.ca)

## **MANUFACTURER’S COMPANY CONTACTS**

### **Jeff Bacon**

Director of Business Development, Canada  
LED Roadway Lighting Amherst, NS  
902.667.1228, Ext 452  
Cell: 902.488.3038

### **Kyle Murphy**

Inside Sales & Technical Support  
LED Roadway Lighting Halifax, NS  
902.450.2222, Ext 449  
Cell: 902.403.2122

### **David Staines**

Southern Ontario Sales  
LED Roadway Lighting, Cambridge, ON  
Cell: 905.299.6461

### **Des Nell**

2017/09/1

RE: LRL Manufacturing Experience

To whom it may concern,

LED Roadway Lighting (LRL) was founded in 2007 and had its LED luminaires installed in 2008. Since that time, the company has manufactured and sold over 500,000 LED street light luminaires to a mix of utility, municipal, and transportation clients in more than 60 countries world-wide.

Please do not hesitate to contact me if further clarification is required.

Sincerely,



**Adam Chaffey, P. Phys**  
Manager of Technical Services  
LED Roadway Lighting Ltd.

2017/09/1

RE: LRL Project Experience

To whom it may concern,

LED Roadway Lighting (LRL) was founded in 2007 and had its LED luminaires installed in 2008. Our primary manufacturing facility is located in Amherst, Nova Scotia.

A reference for our product installed in Canada would be the City of Thunder Bay, Ontario. Beginning in 2013, LRL began supply of over 8000 NXT Series LED street light luminaires equipped with our LumenIQ™ control system technology. This project is currently on-going.

Please do not hesitate to contact me if further clarification is required.

Sincerely,



**Adam Chaffey, P. Phys**  
Manager of Technical Services  
LED Roadway Lighting Ltd.



Des Nell & Associates  
LED Roadway Lighting Rep Agency  
London, ON  
Cell: 519.860.1262

## **DETAILS OF MANUFACTURER'S QUALITY MANAGEMENT SYSTEM**

LED Roadway Lighting's 55,000 square foot primary manufacturing facility, located in Amherst, Nova Scotia, is ISO 9001 certified, and has been producing LED lighting products since 2003, with commercial production of LED street lights beginning in 2008. LRL employs lean manufacturing techniques including Aegis Factory Logix® manufacturing operations system. This plant is certified RoHS (lead and mercury free) and features electrostatic dissipative (ESD) epoxy flooring to prevent static discharge to luminaires and components. The high-reliability soldering process incorporates nitrogen to ensure the highest quality solder joints. Testing and inspection includes: lumen output, in-circuit, functional, x-ray, and XRF lead-free analysis.



115 Chain Lake Drive  
Halifax, Nova Scotia, Canada, B3S 1B3  
Tel: (877) 533-5755 Fax: (888) 533-5755  
Website: [www.ledroadwaylighting.com](http://www.ledroadwaylighting.com)  
Email: [info@ledroadwaylighting.com](mailto:info@ledroadwaylighting.com)

## Terms and Conditions of Sale

### **ACCEPTANCE:**

All orders are subject to approval by an authorized representative of LED Roadway Lighting Ltd. ("LRL").

### **TERMS OF PAYMENT:**

Net thirty (30) days for customers that have passed LRL's credit approval process. For customers that have not passed LRL's credit approval process, LRL may require all or a portion of the purchase price to be prepaid by credit card, wire transfer, bank draft or other method of payment acceptable to LRL.

A service charge of 2% per month will be charged by LRL on any past-due customer account balances.

LRL shall be entitled to recover its attorney's fees and other costs associated with proceedings taken to collect on past due accounts.

### **TERMS OF SHIPMENT:**

All shipments are **FOB: Factory**, unless otherwise agreed. Title to all products shall pass from LRL to the customer upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur.

All freight charges are extra, unless otherwise quoted. Shipments will be made collect via the customer's carrier of choice (if available). Alternatively, the customer may specify prepaid and charged shipping and the costs of shipping will be added to the customer's invoice. Prepaid and charged orders will be shipped by LRL's choice of carrier.]

### **SHIPPING LEAD TIMES:**

Quoted ship dates are approximate and are based on manufacturing lead times existing at the time of receipt of the customer's order. LRL will utilize its best efforts to ship within quoted lead times but shall not be responsible for any delays or damages arising from a change in shipping dates.

### **RETURN MERCHANDISE TERMS:**

No merchandise may be returned by the customer without prior written authorization.

The customer must request LRL's Return Material Authorization form ("**RMA**"). No returns shall be accepted without a written RMA duly authorized by LRL.

With the exception of defective items, returned merchandise must be in its original, sealed packaging and shipped prepaid by the customer to LRL's factory.

With the exception of items determined by LRL to be defective in materials or workmanship, all returns will be subject to a minimum 40% inspection, handling and re-stocking charge. This charge shall be deducted from any credit which the customer may be due.

LRL reserves the right to limit returns of product.

**ORDER CANCELLATION TERMS:**

Orders for products may not be cancelled or altered, nor may deliveries be suspended, except with the written consent of LRL, provided that orders may be cancelled at any time prior to the commencement of production of the products subject to the order.

**PRICING:**

All prices are exclusive of sales, use, excise or similar taxes, unless otherwise noted. Currency shall be stated on the face of LRL's quotation.

Unless otherwise indicated on the face of LRL's quotation, sales order, or invoice, all pricing quoted is in CAD.

**CHANGES IN PRODUCT DESIGN:**

In the interest of product enhancement and improvement, LRL reserves the right to modify or change the design and/or construction of any of its products without notice.

Dimensions of LRL's fixtures are subject to change without notice.

**CHOICE OF LAW AND JURISDICTION:**

- (a) All sales are subject to the laws of the Province of Nova Scotia. The Supreme Court in Halifax, Nova Scotia, Canada shall have sole and exclusive jurisdiction over any disputes arising from or related to such sales which are not otherwise governed by paragraph (b) immediately following.
  
- (b) All matters and disputes arising hereunder which involve an amount up to and including 50,000 CAD shall be referred to the award and determination of a single arbitrator selected jointly by the parties or, if the parties cannot agree, by a Court in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia. All matters and disputes arising hereunder which involve an amount over 50,000 CAD shall be referred to the award and determination of a board of arbitration consisting of three arbitrators, one to be appointed by each party and the third shall be appointed by agreement of the two arbitrators, and failing such agreement, in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia. All such arbitrators shall have all the powers given by the *Commercial Arbitration Act* to arbitrators and may, if they think fit, proceed *ex parte* after such notice as they deem reasonable. Each of the parties shall bear the costs of arbitrators appointed by it. The other expenses of arbitration, including the costs of the arbitrator where a sole arbitrator is appointed, shall be borne equally by the parties. The procedure shall conform to the provisions of the *Commercial Arbitration Act* of Nova Scotia provided that for arbitrations involving amounts up to and including 50,000 CAD, the expedited arbitration procedure found at Schedule B to the *Commercial Arbitration Act* of Nova Scotia shall be applied. The arbitration award shall be final and binding on the parties, save that either party shall have the right to appeal to the court for an

error of law or mixed fact and law. Any arbitration hereunder shall take place at Halifax, Nova Scotia.

**PUBLICATION:**

LRL reserves the right to publish its customers' names and order quantities following delivery of an order. LRL may also take photographs and/or video footage of its installations for promotional purposes, provided that the installations are in public areas. If the customer wishes to have itself excluded from any of these promotional activities, it must notify LRL in writing immediately and LRL will, upon receipt of such notice, take all reasonable steps to exclude the customer from all future promotional activities. LRL will not disclose financial terms or pricing of any purchase without the express written consent of the customer.



14 novembre 2015

**OBJET: Conformité RoHS**

LED Roadway Lighting, située au 21 Tantramar Crescent, Amherst, en Nouvelle-Écosse, le Canada maintient une structure interne Programme de vérification de fabrication qui est conforme à celui prescrit par le processus sans plomb RoHS de l'IPC Programme de capacité. Notre installation comprend des procédés de fabrication capables de produire des assemblages sans plomb dans Conformité à la directive RoHS.

Nos luminaires de série NXT Series et Satellite™ sont fabriqués sans plomb et conformes à RoHS.

Cordialement

A handwritten signature in black ink, appearing to read "Marcia Sparks".

Marcia Sparks  
Responsable qualité



**PRODUCT(S) COVERED BY THIS LIMITED WARRANTY: NXT-C, NXT-S, & NXT-M ONLY**

LED Roadway Lighting Ltd. (“LRL”) warrants to the original purchaser (the “Purchaser”) of the lighting product covered by this limited warranty (the “Product”) that the Product is free from defects in materials and workmanship for a period of twenty (20) years from the date of original purchase when operating an average of twelve (12) hours per day, subject to the conditions, limitations and exclusions set out herein. This limited warranty may be transferred by authorized LRL distributors to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Whether or not a Product is defective shall be determined by LRL, in its sole discretion, having regard to the overall performance of the Product.

If a Product is returned by the Purchaser to LRL in accordance with LRL’s terms and conditions of sale, and is subsequently determined by LRL to be defective, then LRL will, at its option, repair or replace the Product or any non-conforming part thereof. In the event that LRL repairs or replaces a Product or any non-conforming part thereof, LRL shall not be responsible for any removal or reinstallation costs or expenses (including field labour costs), service charges, transportation and/or shipment costs, or any other indirect costs or expenses.

**20 Year Limited Warranty Details:**

**Luminaire housing and external components**, defined as the aluminum luminaire housing, lenses, and fastening devices, shall be warranted as free from defects in materials and workmanship for a period of twenty (20) years from the date of original purchase when operating an average of twelve (12) hours per day, subject to the conditions, limitations and exclusions set out below.

**Finish:** Painted finish shall have a limited warranty of ten (10) years, subject to the exclusions detailed below.

**LED light engines:** For greater certainty, a Product shall not be considered defective solely because individual LED components fail to emit light if the number of inoperable LED components is less than ten percent (10%) of the total number of LED components in the Product. LED light engines covered under this warranty shall be subject to repair or replacement without charge for a period of ten (10) years from the date of original purchase. For years eleven (11) to twenty (20) inclusive, LED light engines deemed to be defective shall be subject to repair or replacement according to the following payment schedule, with Purchaser responsible for payment of amounts shown.

Amounts shown are in U.S. funds:

Item	Years 11-15 inclusive*	Years 16-20 inclusive*
Replacement cost per group of 12 LEDs	\$21.35 (USD)	\$26.25 (USD)

\* FROM DATE OF ORIGINAL PURCHASE

**Power supplies (drivers):** Power supplies covered under this warranty shall be subject to repair or replacement without charge for a period of ten (10) years from the date of original purchase. For years eleven (11) to twenty (20) inclusive, power supplies deemed to be defective shall be subject to repair or replacement according to the following payment schedule, with Purchaser responsible for payment of amounts shown. Limited warranty for years 11-20 excludes non-standard (custom) or third-party manufactured power supplies. Amounts shown are in U.S. funds:

Power Supply Wattage/Features	Years 11-15 Inclusive*	Years 16-20 Inclusive*
< 51W watts, 1-10V dimming only	\$40 (USD)	\$45 (USD)
< 101W watts, 1-10V dimming only	\$55 (USD)	\$57 (USD)
<160W watts, 1-10V dimming only	\$60 (USD)	\$69 (USD)
< 51W watts, 1-10V or DALI + Programmable	\$55 (USD)	\$60 (USD)
< 101W watts, 1-10V / DALI + Programmable	\$65 (USD)	\$70 (USD)
<160W watts, 1-10V / DALI + Programmable	\$75 (USD)	\$80 (USD)

\* FROM DATE OF ORIGINAL PURCHASE

This limited warranty does not apply to any Product that has not been properly stored or maintained, or that has not been installed or operated in accordance with LRL’s instructions and guidelines for the Product. This limited warranty does not cover damage to, or non-performance of, any Product caused either directly or indirectly by misuse, abuse, accidents, negligence, mishandling, improper storage, improper installation, vandalism, unusual or abnormal environmental conditions (such as hail, lightning, severe storms, hurricanes, acid rain, tree sap, water immersion or airborne toxins), the unauthorized repair, modification or alteration of the Product, or abnormal fluctuations in electrical power (including, without limitation, supply spikes, over-voltage, under-voltage or ripple current control systems). This limited warranty does not cover connectivity to smart grid networks. Smart grid system components, including any hardware or software associated with said smart grid networks are the responsibility of the smart grid networking



115 Chain Lake Drive, Halifax, Nova Scotia, B3S 1B3 Canada

Toll-Free Phone: +1 (877) 533.5755 Toll-Free Fax: +1 (888) 533.5755 info@ledroadwaylighting.com www.ledroadwaylighting.com



provider, and are expressly excluded from this limited warranty. Contact the smart grid networking vendor for specific details regarding their warranties and exclusions. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

LRL reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or components in the repair or replacement of any Product covered by this limited warranty. Such products and components will be comparable in function and performance to the original Product or components, as determined by LRL in its sole discretion, and shall be warranted for the remainder of the original warranty period.

In order for a claim under this limited warranty to be valid, the Purchaser must notify LRL in writing within sixty (60) days of discovery of the defect. LRL, upon receiving such notice, may require the Purchaser to promptly return the Product (in whole or in part) to LRL or its authorized representative, freight prepaid. Any claim under this limited warranty should be addressed to LED Roadway Lighting Ltd., 21 Tantramar Crescent, Amherst, Nova Scotia, Canada B4H 4S8.

This limited warranty applies only to the specified LED fixtures (the "Product"). Warranties applicable to controls, sensors, photocells and other Product accessories, if any, must be obtained from LRL separately.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The limited warranties contained herein cover defects in materials and workmanship only and the Purchaser's exclusive remedy, and LRL's sole liability, for any defect in any Product shall be those explicitly set forth herein. For greater certainty, under no circumstances shall LRL be liable, whether in tort, as a result of breach of contract or warranty, by operation of law or otherwise, for any indirect, consequential, incidental, special, punitive or exemplary damages including, without limitation, loss of profits or revenues, loss or temporary suspension of use of the Product or any associated goods or services, any damage to any related equipment or property, or any claims instituted by or on behalf of the Purchaser's customers. The total liability of LRL under any and all claims of any kind whatsoever arising out of or in connection with this limited warranty, or from the Product to which this limited warranty applies, shall in

no event exceed the purchase price of the Product which gives rise to the claim.

This limited warranty is effective for purchases of Product on or after the effective date set forth below. LRL reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all orders placed with LRL on or after the effective date of such revised limited warranty.

**Effective Date: May 4, 2015.**



2017/12/14

**RE: DesignLights Consortium (DLC) Listing on NXT Series Luminaires**

LED Roadway Lighting (LRL) has obtained a DLC Qualified Products Listing (QPL) for many models of its Satellite™, NXT™ and NXT-Lite™ Series luminaires- including the NXT-Lite-S and NXT-Lite-M models.

This listing can be verified by viewing <https://www.designlights.org/search/>, and filtering the search criteria to show only products manufactured by LED Roadway Lighting.

At this time, some of our NXT Series Luminaires in 4000K CCT are being re-listed on the QPL. This re-listing process is on-going under DLC Application #5QU6NNK. As of the time of writing this memo, luminaire models under this application have been confirmed to be eligible for DLC listing, and all required data and information has been submitted to the DLC.

It is anticipated that DLC will completed its application process and publish our product listing to their public website on or before December 22<sup>nd</sup>, 2017. We remain in contact with DLC reviewers to ensure that the process continues smoothly to completion without any delay.

Please do not hesitate to contact me if further clarification is required.

Sincerely,

A handwritten signature in black ink that reads 'Adam Chaffey'.

**Adam Chaffey**  
Manager of Technical Services  
LED Roadway Lighting (LRL)



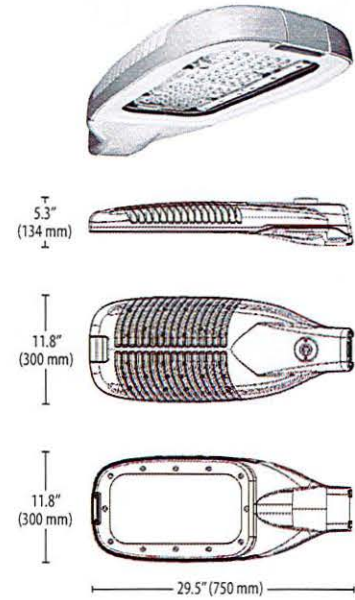


# NXT<sup>™</sup> SERIES

## NXT-M SPECIFICATIONS

Housing: Single piece, die-cast A360 aluminum  
 Operating Temperature: -40°C to +40°C (-40°F to +104°F)<sup>1</sup>  
 Mounting: 1.625" - 2.375" (42 - 60 mm) O.D. Tenons  
 Mounting Methods: Horizontal Entry or Post-Top Mount  
 Weight: 26 lbs (11.8 kg)  
 EPA Rating: <0.9 ft<sup>2</sup> (< 0.084 m<sup>2</sup>)  
 Lens Material: IK09 Rated Glass  
 Finish: Durable polyester powdercoat topcoat

Available Colors:



	NXT-M (48 LEDs)					NXT-M (60 LEDs)					NXT-M (72 LEDs)				
<b>ELECTRICAL</b>															
Drive Currents (mA)	350	450	525	600	700	350	450	525	600	700	350	450	525	600	700
Power Consumption (W)	53	68	80	92	108	65	84	99	113	133	78	100	117	135	158
Input Voltage (V)	120 - 240V (Standard), 277V (Optional), 347 - 480V (Optional)														
Surge Protection	Meets the requirements of ANSI C-High (10kV / 10kA)														
Power Factor	>0.90														

<b>OPTICS &amp; PERFORMANCE</b>															
Photometry (Distribution)	Type II, III, IV, V														
Color Temperature (CCT)	4000K (Standard) 3000K & 5000K (Optional)														
Color Rendering Index (CRI)	~70														
3000K Fixture Efficacy (Lm/W)	122	120	118	115	100	123	119	117	113	101	123	119	116	112	101
4000K Fixture Efficacy (Lm/W)	125	122	116	111	106	125	121	118	111	106	125	121	118	112	109
3000K Fixture Output (Lm)	6,490	8,150	9,430	10,620	10,850	8,010	10,030	11,540	12,810	13,430	9,600	11,902	13,550	15,130	15,910
4000K Fixture Output (Lm)	6,660	8,280	9,250	10,170	11,420	8,130	10,190	11,720	12,520	14,090	9,750	12,080	13,750	15,160	17,160
LED L70 (Hours)	> 100,000 hours (@ 350mA)														

<b>PHOTOCELL &amp; CONTROLS</b>	
Photocell Options	20 - year life photocell available.
Control & Monitoring	Dimming power supply (1-10V) is standard equipment. We offer a complete range of control and monitoring solutions

1. 277V Maximum temperature is 30°C. 2. Not all model configurations are DLC qualified - consult factory for details. 3. Only products with a CCT of 3000K (or less) meet International Dark Sky Association requirements.

Values shown are subject to ±5% tolerance. Color temperatures shown are ±300K type 2ES distribution. If post-top version is specified, add 5.4" (137 mm) to overall length dimension. Illustrated Above: NXT-M in grey (RAL 7035). All information provided is subject to change without notice.

# NXT SERIES

## ORDERING INFORMATION

Example catalog number: NXT-12S-0-5-2LB-3-GY-3-UL-X-2H

SERIES	LEDS / BODY	VOLTAGE <sup>1</sup>	RECEPTACLE <sup>2</sup>	OPTICS	DRIVE CURRENT
NXT					
NXT	<b>12C</b> - Compact	<b>5</b> - 120 - 277V	<b>S</b> - No Receptacle <b>7</b> - 7-PIN Receptacle (C136.41)	<b>2ES</b> - Type II Max Throw <b>4AH</b> - ANZ High Throw	<b>5</b> - 525mA <b>7</b> - 700mA <b>8</b> - 850mA
NXT	12S - Small 24S - Small 36S - Small 48M - Medium 60M - Medium 72M - Medium	<b>0</b> - 120 - 240V <sup>3</sup> <b>5</b> - 277V <b>6</b> - 347 - 480V	<b>S</b> - No Receptacle <b>7</b> - 7-PIN Receptacle (C136.41)	<b>2LB</b> - Type II Standard <b>2HB</b> - Type II Backlight <b>2ES</b> - Type II Max Throw <b>2EM</b> - Type II Moderate Throw <b>3LB</b> - Type III Standard <b>3HB</b> - Type III Backlight <b>4AH</b> - ANZ High Throw <b>5SM</b> - Type V Square <b>5RM</b> - Type V Round	<b>B</b> - 1050mA <b>D</b> - 1200mA <b>E</b> - 1250mA <sup>3</sup>

FINISH	TEMPERATURE (CCT) <sup>4</sup>	CERTIFICATION	DRIVER OPTION	MOUNTING METHOD <sup>6</sup>	OTHER OPTIONS
<b>GY</b> - Grey (RAL 7035) <b>BK</b> - Black (RAL 9005) <b>BZ</b> - Bronze (RAL 7022)	<b>1</b> - 5000K <b>4</b> - 3000K <b>3</b> - 4000K	<b>UL</b> - cULus <b>CE</b> - European <b>NM</b> - NOM - Mexico <b>CT</b> - C-TICK (Australia) <b>CZ</b> - C-TICK (NZ)	<b>X</b> - Standard Dimming (1-10V)	<b>2H</b> - 2-Bolt Horizontal Mount	If applicable, insert 4 digit special product request code (SPR)
<b>GY</b> - Grey (RAL 7035) <b>BK</b> - Black (RAL 9005) <b>BZ</b> - Bronze (RAL 7022)	<b>1</b> - 5000K <b>4</b> - 3000K <b>3</b> - 4000K	<b>UL</b> - cULus <b>CE</b> - European <b>NM</b> - NOM - Mexico <b>CT</b> - C-TICK (Australia) <b>CZ</b> - C-TICK (NZ)	<b>X</b> - Standard Dimming (1-10V) <b>S</b> - Field Switchable Driver 120-240V (Optional) <sup>5</sup>	<b>2H</b> - 2-Bolt Horizontal Mount <b>4H</b> - 4-Bolt Horizontal Mount	If applicable, insert 4 digit special product request code (SPR)

CATALOG NUMBER: NXT- \_\_\_\_\_

Include shorting caps 120-480V UL/CE with order?  Yes  No

Project Name:	Comments
Quantity:	
Approved By:	
Date:	

1. Our drivers will be provided for option 0. Other voltage options to be supplied with third-party drivers. 2. If photocells are required, they must be ordered separately. 3. 1250mA drive current only available with UL certification. 4. Other color temperatures available. 5. Not available with NXT-12S. 6. If post-top mount required, bracket must be ordered separately. Available with 2 bolt mount only.

By completing the Order Confirmation above, I certify that I am authorized to sign the confirmation on behalf of the company. Information provided is subject to change without notice. LED Roadway Lighting Ltd. supplies and warrants luminaires and proprietary control systems only. It is the responsibility of the client to select lighting poles and mounting arms that are suitable for the application (including but not limited to wind loading, seismic requirements, etc.) and the characteristics of the luminaire (e.g. EPA rating), and to confirm integrity and suitability of existing poles and mounting arms prior to installation.



115 Chain Lake Drive, Halifax,  
Nova Scotia, Canada, B3S 1B3

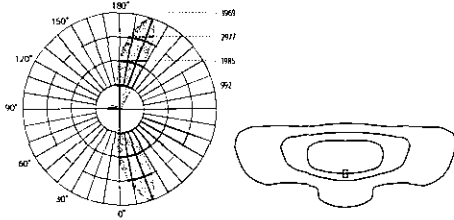
T: +1.877.533.5755  
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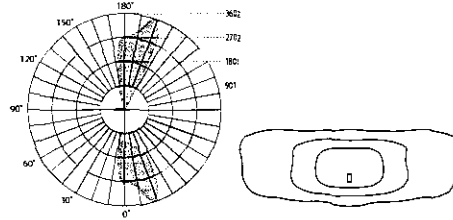
# NXT™ SERIES

## PHOTOMETRY / DISTRIBUTION PATTERNS

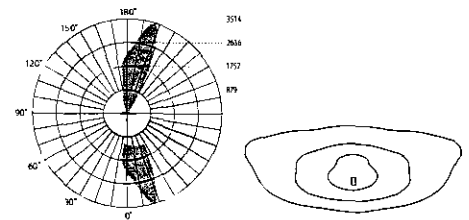
**2LB** Type II Standard



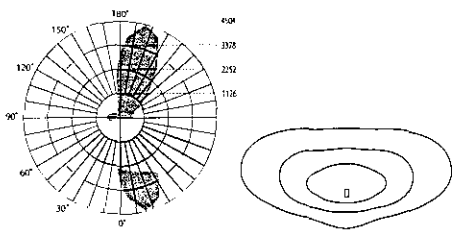
**2HB** Type II Backlight



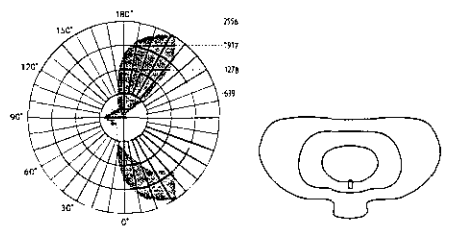
**2ES** Type II Max Throw



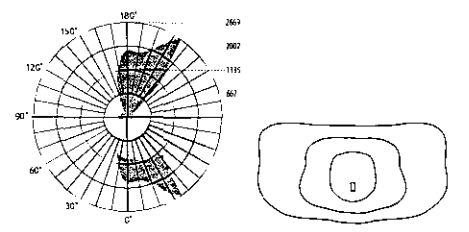
**2EM** Type II Moderate Throw



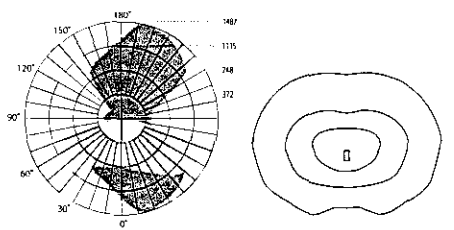
**3LB** Type III Standard



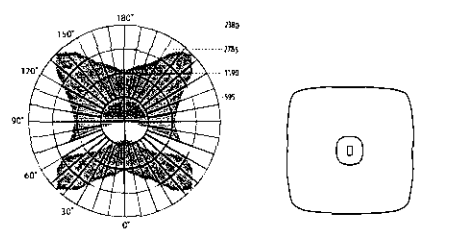
**3HB** Type III Backlight



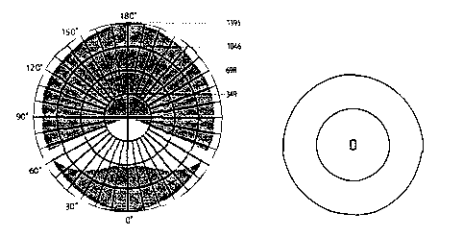
**4AH** ANZ High Throw



**5SM** Type V Square



**5RM** Type V Round

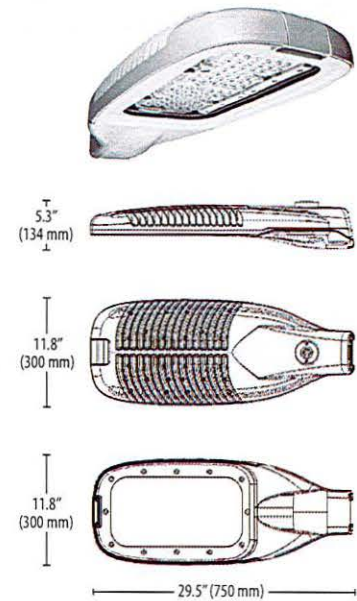


# NXT<sup>™</sup> SERIES

## NXT-M SPECIFICATIONS

Housing:	Single piece, die-cast A360 aluminum
Operating Temperature:	-40°C to +40°C (-40°F to +104°F) <sup>1</sup>
Mounting:	1.625" - 2.375" (42 - 60 mm) O.D. Tenons
Mounting Methods:	Horizontal Entry or Post-Top Mount
Weight:	26 lbs (11.8 kg)
EPA Rating:	<0.9 ft <sup>2</sup> (< 0.084 m <sup>2</sup> )
Lens Material:	IK09 Rated Glass
Finish:	Durable polyester powdercoat topcoat

Available Colors:



	NXT-M (48 LEDs)					NXT-M (60 LEDs)					NXT-M (72 LEDs)				
<b>ELECTRICAL</b>															
Drive Currents (mA)	350	450	525	600	700	350	450	525	600	700	350	450	525	600	700
Power Consumption (W)	53	68	80	92	108	65	84	99	113	133	78	100	117	135	158
Input Voltage (V)	120 - 240V (Standard), 277V (Optional), 347 - 480V (Optional)														
Surge Protection	Meets the requirements of ANSI C-High (10kV / 10kA)														
Power Factor	>0.90														

<b>OPTICS &amp; PERFORMANCE</b>															
Photometry (Distribution)	Type II, III, IV, V														
Color Temperature (CCT)	4000K (Standard) 3000K & 5000K (Optional)														
Color Rendering Index (CRI)	~70														
3000K Fixture Efficacy (Lm/W)	122	120	118	115	100	123	119	117	113	101	123	119	116	112	101
4000K Fixture Efficacy (Lm/W)	125	122	116	111	106	125	121	118	111	106	125	121	118	112	109
3000K Fixture Output (Lm)	6,490	8,150	9,430	10,620	10,850	8,010	10,030	11,540	12,810	13,430	9,600	11,902	13,550	15,130	15,910
4000K Fixture Output (Lm)	6,660	8,280	9,250	10,170	11,420	8,130	10,190	11,720	12,520	14,090	9,750	12,080	13,750	15,160	17,160
LED L70 (Hours)	> 100,000 hours (@ 350mA)														

<b>PHOTOCELL &amp; CONTROLS</b>	
Photocell Options	20 - year life photocell available.
Control & Monitoring	Dimming power supply (1-10V) is standard equipment. We offer a complete range of control and monitoring solutions

1. 277V Maximum temperature is 30°C. 2. Not all model configurations are DLC qualified - consult factory for details. 3. Only products with a CCT of 3000K (or less) meet International Dark Sky Association requirements.

Values shown are subject to ±5% tolerance. Color temperatures shown are ±300K type 2ES distribution. If post-top version is specified, add 5.4" (137 mm) to overall length dimension. Illustrated Above: NXT-M in grey (RAL 7035). All information provided is subject to change without notice.

# NXT SERIES

## ORDERING INFORMATION

Example catalog number: NXT-12S-0-S-2LB-3-GY-3-UL-X-2H

SERIES	LEDS / BODY	VOLTAGE <sup>1</sup>	RECEPTACLE <sup>2</sup>	OPTICS	DRIVE CURRENT
NXT					
NXT	<b>12C - Compact</b>	<b>5 - 120 - 277V</b>	<b>5 - No Receptacle</b> <b>7 - 7-PIN Receptacle (C136.41)</b>	<b>2ES - Type II Max Throw</b> <b>4AH - ANZ High Throw</b>	<b>5 - 525mA</b> <b>7 - 700mA</b> <b>8 - 850mA</b> <b>B - 1050mA</b> <b>D - 1200mA</b> <b>E - 1250mA<sup>3</sup></b>
NXT	12S - Small 24S - Small 36S - Small 48M - Medium 60M - Medium 72M - Medium	0 - 120 - 240V <sup>3</sup> 5 - 277V 6 - 347 - 480V	5 - No Receptacle 7 - 7-PIN Receptacle (C136.41)	2LB - Type II Standard 2HB - Type II Backlight 2ES - Type II Max Throw 2EM - Type II Moderate Throw 3LB - Type III Standard 3HB - Type III Backlight 4AH - ANZ High Throw 5SM - Type V Square SRM - Type V Round	

FINISH	TEMPERATURE (CCT) <sup>4</sup>	CERTIFICATION	DRIVER OPTION	MOUNTING METHOD <sup>6</sup>	OTHER OPTIONS
GY - Grey (RAL 7035) BK - Black (RAL 9005) BZ - Bronze (RAL 7022)	1 - 5000K 4 - 3000K 3 - 4000K	UL - cULus CE - European NM - NOM - Mexico CT - C-TICK (Australia) CZ - C-TICK (NZ)	X - Standard Dimming (1-10V)	2H - 2-Bolt Horizontal Mount	If applicable, insert 4 digit special product request code (SPR)
GY - Grey (RAL 7035) BK - Black (RAL 9005) BZ - Bronze (RAL 7022)	1 - 5000K 4 - 3000K 3 - 4000K	UL - cULus CE - European NM - NOM - Mexico CT - C-TICK (Australia) CZ - C-TICK (NZ)	X - Standard Dimming (1-10V) S - Field Switchable Driver 120-240V (Optional) <sup>5</sup>	2H - 2-Bolt Horizontal Mount 4H - 4-Bolt Horizontal Mount	If applicable, insert 4 digit special product request code (SPR)

CATALOG NUMBER: NXT- \_\_\_\_\_

Include shorting caps 120-480V UL/CE with order?  Yes  No

Project Name:	Comments
Quantity:	
Approved By:	
Date:	

1. Our drivers will be provided for option 0. Other voltage options to be supplied with third-party drivers. 2. If photocells are required, they must be ordered separately. 3. 1250mA drive current only available with UL certification. 4. Other color temperatures available. 5. Not available with NXT-12S. 6. If post-top mount required, bracket must be ordered separately. Available with 2 bolt mount only.

By completing the Order Confirmation above, I certify that I am authorized to sign the confirmation on behalf of the company. Information provided is subject to change without notice. LED Roadway Lighting Ltd. supplies and warrants luminaires and proprietary control systems only. It is the responsibility of the client to select lighting poles and mounting arms that are suitable for the application (including but not limited to wind loading, seismic requirements, etc.) and the characteristics of the luminaire (e.g. EPA rating), and to confirm integrity and suitability of existing poles and mounting arms prior to installation.



115 Chain Lake Drive, Halifax,  
Nova Scotia, Canada, B3S 1B3

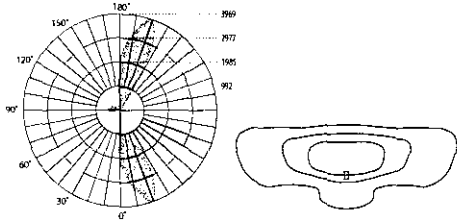
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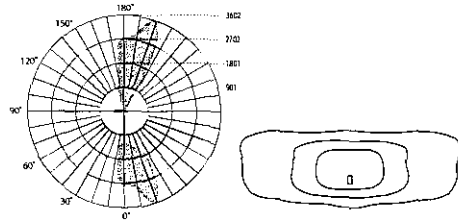
# NXT SERIES

## PHOTOMETRY / DISTRIBUTION PATTERNS

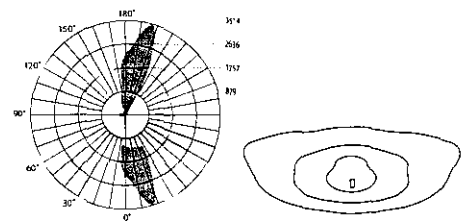
**2LB** Type II Standard



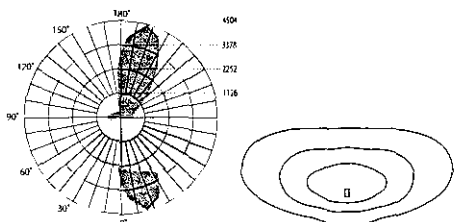
**2HB** Type II Backlight



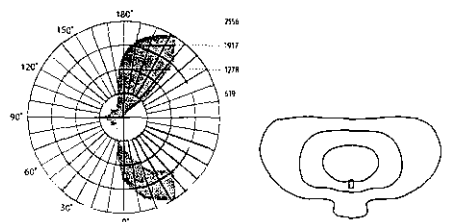
**2ES** Type II Max Throw



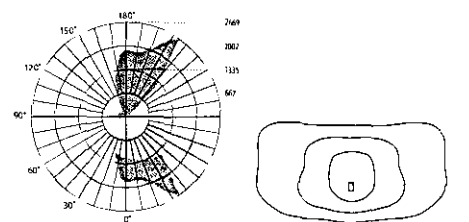
**2EM** Type II Moderate Throw



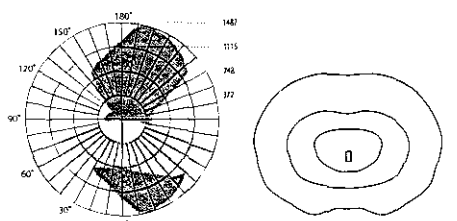
**3LB** Type III Standard



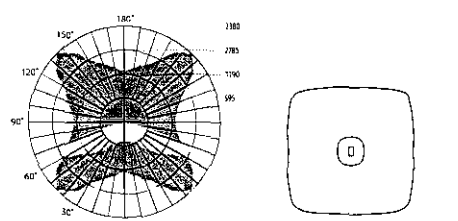
**3HB** Type III Backlight



**4AH** ANZ High Throw



**5SM** Type V Square



**5RM** Type V Round

