



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR PROPOSAL

Proposal Number

F18-INF-2018-004

Purchase and Supply of LED Streetlight Fixtures

Request for Tenders Issued On: 07-Feb-2018

Tender Submission Deadline: 2:00:00pm on 27-FEB-2018 Local Time in Rockland Ontario, Canada

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of LED Street Lights (“Goods”) to support the City of Clarence-Rockland (the “Purchaser”) as further described in Part 2 - The Deliverables (the “Deliverables”):

The Goods required include:

- LED Street Lights

1.2 Objectives

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the Purchaser
- Obtain quality Goods and related services at best overall value
- Facilitate the Purchaser’s purchases without limiting the Purchaser’s choice or negating any other requirement
- Obtain an extensive selection of Goods

1.3 Type of Agreement

The Purchaser intends to award One Agreement to One Proponent.

The Agreement will be signed on or around March, 2018, and no obligation on the part of the Purchaser to purchase Goods shall arise until such time as the Agreement is signed.

1.4 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents. Estimates are intended to be used by the Purchaser for the purpose of evaluating the Proposals.

The Agreement executed with the Supplier will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

1.5 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.

- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

1.6 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.
 - The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.
 - The term “will” describes a procedure that is intended to be followed.

1.7 Definitions

The following definitions apply:

In this RFP, the Agreement and the Agreement Documents, unless expressly provided otherwise, the following definitions shall apply:

- a) “Addendum” and “Addenda” means a written addendum or addenda issued with respect to this RFP;
- b) “Agreement” means the Contract arising upon the acceptance of a Proposal and award of the Contract by the City in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Consultant;

- c) "Agreement Documents" means all of the following documents:
 - i. The signed and executed Contract;
 - ii. This RFP and any Addenda that form part of this RFP; and
 - iii. Consultant's Proposal, as accepted by the City;
- d) "Business Day" means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed; "City" means the Corporation of the City of Clarence-Rockland and includes any of its designated employees, officials or agents who are engaged to represent the City in their capacity and also includes an employee designated to exercise a discretion on behalf of the City; "Closing Time" means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, as may be amended by Addendum or other written notice of the City; "Consultant" means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the City; "Contract" shall be synonymous with Agreement; "Contract Documents" shall be synonymous with Agreement Documents;
- e) "Default" means any act or event of default as contemplated in the RFP Documents; and without restricting or limiting the rights and privileges of the City to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Subconsultant or agent (or an officer, director, partner or employee of a Subconsultant or agent) of the Consultant shall constitute a default by the Consultant;
- f) "Disbursements" means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Services in accordance with the Contract. All anticipated and foreseeable Disbursements are to be accounted for in the Total Contract Price. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by the City.
- g) "Evaluation Team" means a team consisting of members of the City's staff and, where considered appropriate by the City, independent consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
- h) "Form of Proposal" means the Form of Proposal set out in the Form of Proposal section to this RFP comprising of two (2) steps, namely, the "Form of Proposal - Step 1" and the "Form of Proposal - Costing - Step 2";
- i) "Goods" means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- j) "Project" means all Work and Services required to complete the works, as contemplated by this RFP and all Addenda thereto;
- k) "Proponent" means any person submitting a Proposal in response to this RFP;
- l) "Proposal" means a proposal submission made by a Proponent in response to this RFP;
- m) "Purchasing Manager" means the City's Manager of Purchasing or her designate;

- n) "RFP" means this Request for Proposals including the RFP Notice, the Instructions to Proponents, the Proposal Submission Information, the Form of Proposal - Step 1, the Form of Proposal - Costing Step 2 and any schedules, the Terms of Reference, Sample Contract any other Appendices and all Addenda.
- o) "Services" means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:
 - all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and goods, as contemplated by this RFP;
 - all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract;
 - all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Consultant under the Contract;
- p) "Subconsultant" is a person or entity having a direct contract with the Consultant to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the City;
- q) "Taxes" means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;
- r) "Total Contract Price" means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the City otherwise, shall be the maximum compensation and consideration receivable by the Consultant under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.
- s) "Work" means the total performance and related services required to complete the Project and includes all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason the City elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.

1.8 Bid Irregularities

This list of irregularities should not be considered all-inclusive. Procurement Division staff and/or the Town Clerk in consultation with the requisitioning department will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities.

Where, at the request of the City, a Bidder has been given two (2) business days to correct an irregularity and the Bidder fails to make such correction within that time period, the Bidder shall be deemed non-compliant and the Bid rejected without further consideration.

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For the purpose of this document, the following shall apply:

- a) Bidder(s) shall also mean Proponent(s)
- b) Bid(s) shall also mean Proposal(s)
- c) Bid Form shall also mean Form of Proposal

Item	Irregularity	Response
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the Procurement Division the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or
		b) in the opinion of the Procurement Division, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7
6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner

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7	If an extended total has been provided but the corresponding unit price has been omitted	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the Procurement Division the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the Procurement Division, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection

18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

1.12 Personnel

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the service which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

1.13 Work Plan and Timelines

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

1.14 Delivery Lead Times

All work in this Project is to be completed 90 days from the date of award which will include exterior and site inspection reports.

1.15 Payment Terms

The Purchaser’s standard payment terms are net thirty (30) days.

1.17 Supplier’s Insurance

Throughout the term of the Contract, the Consultant covenants and agrees at all times during the term hereof to take out and keep in full force and affect a policy(s) of:

Commercial General Liability Insurance, insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the City may from time to time request or other types of policies appropriate to the work as the City may reasonable require. In addition, any subcontractors have to be approved by the City of Brantford before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

Include as additional insured "The Corporation of the City of Clarence-Rockland"

Contain a cross-liability clause, severability of interests clause endorsement

Contain a clause including Contractual Liability coverage arising out of the contract or agreement

Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to the City of Clarence-Rockland. All requested lines of coverage to be shown on the Certificate

If cancelled or changed in any manner, that would affect the City as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s)

It shall be the sole responsibility of the Consultant to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Consultant.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Consultant for the provisions of services

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of vehicles not owned by the Consultant for the provisions of Services

1.9 General

1. In order to be valid, all bids must be properly signed and received by the City by the time and date specified. DO NOT REMOVE ANY SHEETS FROM THIS BID DOCUMENT.

2. All bids must be priced per unit, if requested, as specified in the bid specifications. All prices in the proposal must be plainly stated in figures and words, where indicated. In case of conflict, words will take precedence over figures. Any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or containing irregularities of any kind, will invalidate the proposal.

3. The City reserves the right to consider all bids submitted for a period of 120 days and no bidder will be permitted to withdraw his/her bid during the period. The bid will be awarded to the bidder whose bid is of best value and complies with the conditions of the bid, provided his/her bid is reasonable and it is in the interest of the City to accept it. The successful bidder will be notified at the earliest date possible. The City reserves the right to reject any and all bids or any portion thereof and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time work of a similar nature, who is not in a position to perform the work or who had habitually and with just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, employees or other business associates.

4. Bids must be accompanied by circulars, brochures, specification sheets and/or samples. Bidder must check each and every paragraph in the appropriate column on the right-hand edge of the paper as to compliance or non-compliance with specifications.
5. Failure to deliver within the specified time may be cause of cancellation of the order and/or the removal of bidder's name from bidder's list.
6. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned at vendor's expense.
7. Shipping terms will be considered F.O.B. destination and without charges for containers, packing, etc., unless specified in the bid and cost thereof quoted.
8. If the bidder is a corporation, the bid shall be signed in its correct corporate name by a duly authorized officer. If the bidder is a partnership, the bid shall be signed in the full name of the partnership by a duly authorized partner. If the bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed in the full trade name of the person(s) conducting the business.

1.10 Workplace safety and Insurance Board

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Corporation of the City Clarence-Rockland (the "Purchaser") is requesting bids from LED luminaire suppliers for approximately 1,269 cobra head streetlights.

2.2 Scope of Work:

LED Product Specifications

The following specifications cover the requirements for LED Solid State Luminaires for Street Lighting. City Owned Roadway Luminaires shall be configured as traditional cobra head style or alternative approved style(s) used in street lighting applications.

All models of fixtures proposed must be available in 3000K at the same price of the 4000K. The City reserves the right to order fixtures in 4000K for Major Intersections, and Collector Roads and 3000K for local roads and residential areas, independent from the pedestrian activity.

A. Normative References

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

A.1. American National Standards Institute (ANSI):

A.1.1. C78.377-2011 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products

A.1.2. C82.77-2002 (or latest), American National Standard for Harmonic Emission Limits - Related Power Quality Requirements for Lighting Equipment

A.1.3. C136.2-2014 (or latest), American National Standard for Roadway and Area Lighting Equipment – Dielectric Withstand and Electrical Immunity Requirements

A.1.4. C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment – Locking-Type Photocontrol Devices and Mating Receptacles— Physical and Electrical Interchangeability and Testing

A.1.5. C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification

A.1.6. C136.22-2004 R2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires

A.1.7. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration

A.1.8. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting

A.1.9. C136.41-2013 (or latest), American National Standard for Roadway and Area Lighting Equipment—Dimming Control Between an External Locking Type Photocontrol and Ballast or Driver

A.2. American Society for Testing and Materials International (ASTM):

A.2.1. B117-11 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus

A.2.2. D523-08 (or latest), Standard Test Method for Specular Gloss

A.2.3. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

A.2.4. G154-06 (or latest), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

A.3. ENERGY STAR®:

A.3.1. ENERGY STAR TM-21 Calculator, rev. 020712 (or latest, www.energystar.gov/TM-21Calculator)

A.4. European Union (EU):

A.4.1. RoHS II Directive 2011/65/EU, on the restriction of the use of certain hazardous substances in electrical and electronic equipment (recast)

A.5. Federal Communications Commission (FCC):

A.5.1. 47 CFR Part 15, Telecommunication – Radio Frequency Devices

A.6. Federal Trade Commission (FTC):

A.6.1. Complying with the Made in USA Standard, December 1998

(<http://business.ftc.gov/advertising-and-marketing/made-usa>)

A.6.2. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims

A.7. Illuminating Engineering Society of North America (IESNA or IES):

A.7.1. LM-50-13 (or latest), IES Approved Method for Photometric Measurement of Roadway and Street Lighting Installations

A.7.2. LM-61-06 (or latest), IESNA Approved Guide for Identifying Operating Factors Influencing Measured Vs. Predicted Performance for Installed Outdoor High Intensity Discharge (HID) Luminaires

A.7.3. LM-63-02 (R2008 or latest), ANSI/IESNA Standard File Format for the Electronic Transfer of Photometric Data and Related Information

A.7.4. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products

A.7.5. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources

A.7.6. RP-8-00 (or latest), ANSI / IESNA American National Standard Practice for Roadway Lighting

A.7.7. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering

A.7.8. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires

A.7.9. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources

A.8. International Electrotechnical Commission (IEC):

A.8.1. 60929 Annex E, Control Interface for Controllable Ballasts (0-10V)

A.8.2. 62386, Digital Addressable Lighting Interface (DALI)

A.9. LED Lighting Facts:

A.9.1. Submission Requirements

(<http://www.lightingfacts.com/About/Content/Manufacturers/SubmissionRequirements>)

A.10. Municipal Solid-State Street Lighting Consortium (MSSLC):

A.10.1. Model Specification for Networked Outdoor Lighting Control Systems, V2.0 (or latest)

A.11. National Electrical Manufacturers Association (NEMA):

A.11.1. LSD 63-2012, Measurement Methods and Performance Variation for Verification Testing of General Purpose Lamps and Systems

A.12. Underwriters Laboratories (UL):

A.12.1. 1598 Third Edition (or latest), Luminaires

B. Related Documents

- B.1. Appendix A – Product Requirements Submittal Form and conditions of Contract (including General requirements, Addendum to the General Conditions, Special Conditions, and all other Contract Documents) apply to the work of this section.
- B.2. Companion specification for ANSI-compliant photo controls (Section 10).

C. Definitions

- C.1. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
- C.2. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.
- C.3. Clarification: The term “LED light source(s)” is used herein per IES LM-80 and TM-21 to broadly cover LED package(s), module(s), and array(s).

D. Product Requirements

Luminaires shall satisfy the key criteria summarized in Appendix A – Product Requirements Bid Form.

D.1. General Requirements

- D.1.1. Products shall be selected in part on the basis of best value. Provide summary of luminaire attributes that significantly exceed the key criteria and/or detail items that do not satisfy criteria but could be determined to be acceptable.
- D.1.2. Luminaires must be Design Light Consortium listed and must appear in the DLC Qualified Product list at the time of submission. Respondent must indicate whether LED products are DLC Standard or Premium.
- D.1.3. Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
- D.1.4. LED light source(s) and driver(s) shall be RoHS compliant.
- D.1.5. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- D.1.6. Luminaire shall accept the voltage or voltage range specified at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
- D.1.7. All internal components shall be assembled and pre-wired using modular electrical connections.

D.1.8. The following shall be in accordance with corresponding sections of ANSI C136.37:

- D.1.8.1. Wiring and grounding
- D.1.8.2. Terminal blocks for incoming AC lines (electrical mains wires)
- D.1.8.3. Photo control receptacle
- D.1.8.4. Latching and hinging
- D.1.8.5. Mounting provisions
- D.1.8.6. Ingress protection

D.1.9. The luminaire shall have the capability to install a light shield on the house side of the luminaire.

D.2. Thermal management:

- D.2.1. Luminaire shall start and operate in ambient temperature range specified.

D.3. LED driver, photo control receptacle, and control interface:

- D.3.1. Luminaire designation(s) indicated “ANSI C136.41, 7-pin” in Appendix A – Product Requirements and Bid Form shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, its 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier, as directed by the City.

D.4. Electrical safety testing:

- D.4.1. Luminaire shall be listed for wet locations by a U.S. Occupational Safety Health

Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL).

D.4.2. Luminaire shall have locality-appropriate governing mark and certification.

D.4.3. Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration.

D.5. Electrical immunity:

D.5.1. Luminaire shall meet the performance requirements specified in ANSI C136.2 for electrical immunity, using the combination wave test level indicated in Appendix A – Product Requirements and Submittal Form. If not specified in the tables, this must be Enhanced (10kV / 5kA).

D.5.2. Manufacturer shall indicate on submittal form whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.

D.6. Interference and power quality:

D.6.1. Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class B (residential) digital devices.

D.6.2. Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across specified voltage range.

D.7. Color attributes:

D.7.1. Color Rendering Index (CRI) shall be no less than 70.

D.7.1.1. Nominal Correlated Color Temperature (CCT) shall be as specified in Appendix A – Product Requirements and Submittal Form. If submitted nominal CCT is listed in Table 0.1 below, measured CCT and Duv shall be as listed in Table 0.1.

Table 0.1. Allowable CCT and Duv (adapted from ANSI C78.377)

Manufacturer-Rated Nominal CCT (K)	Allowable IES LM-79 Chromaticity Values	
	Measured CCT (K)	Measured Duv
2700	2580 to 2870	-0.006 to 0.006
3000	2870 to 3220	-0.006 to 0.006
3500	3220 to 3710	-0.005 to 0.007
4000	3710 to 4260	-0.005 to 0.007
4500	4260 to 4746	-0.004 to 0.008
5000	4746 to 5311	-0.004 to 0.008
5700	5312 to 6020	-0.003 to 0.009
6500	6022 to 7040	-0.003 to 0.009

D.7.1.2.

If submitted nominal CCT is not listed in Table 0.1, measured CCT and Duv shall be as per the criteria for Flexible CCT defined in ANSI C78.377.

D.8. Identification:

- D.8.1. Luminaire shall have an external label per ANSI C136.15.
- D.8.2. Luminaire shall have an internal label per ANSI C136.22.

Required Submittals

- D.9. Completed Appendix A– Product Submittal Form (one for each participating municipality), filled in, with a printed and signed copy of the Summary Page. Include the complete spreadsheet digital file and submit electronically as explained in the Introduction.
 - D.9.1. Family grouping in accordance with LED Lighting Facts is permitted, provided this is clearly indicated on the submittal form provided, and clearly communicated via a letter that includes detailed calculations relating the tested product(s) to the submitted product.
- D.10. Product specification sheets for the all proposed luminaires and Photocells.
- D.11. IES LM-79 luminaire photometric report(s).
- D.12. List of Manufacturer’s references.

E. Quality Assurance

- E.1. Before approval and purchase, the City may request luminaire sample(s) identical to product configuration(s) submitted for inspection. In addition, the City may request IES LM-79 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.
- E.2. Electrically test fully assembled luminaires before shipment from factory.
- E.3. After installation, the City may perform IES LM-50 field measurements to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.
- E.4. All components must be constructed using new materials.
- E.5. The facility/facilities that manufacture(s) the LED luminaires and associated components shall be ISO9001 certified or equivalent, indicating quality management systems.

F. Warranty

- F.1. Warranty shall be of the minimum duration specified in section Appendix A – Product Requirements and Bid Form, and shall cover maintained integrity and functionality of the following
 - F.1.1. Luminaire housing, wiring, and connections
 - F.1.2. LED light source(s)
 - F.1.2.1. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
 - F.1.3. LED driver(s)
 - F.1.4. Finish shall have a 10-year limited warranty against cracking, peeling, excessive fading and corrosion defects
- F.2. Any packaging, shipping and handling costs, to and from the manufacturer, on returned components or luminaires under the warranty shall be at the expense of the supplier for at least the first year.
- F.3. Fixtures replaced pursuant to a purchase order issued to a successful bidder under this RFP must have a manufacturers’ warranty of ten (10) years from the date of installation and any defective or dysfunctional LED fixture under normal use and service in this period will be replaced at no additional cost to the City for the fixture.
- F.4. Extended warranty options, if available, must be priced and outlined within this proposal and bid.

G. Manufacturer Services

- G.1. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

H. Eligible Manufacturers

- H.1. Any manufacturer offering products that comply with the required product performance and operation criteria may be considered.

I. EXPLANATION SHEET FOR SPECIFICATIONS

List below specific item(s) where bidder's proposal does not meet specification herein and explain why what the bidder is including is equal or better than what is included in the bid specification. Indicate this information in the space below.

J. LONG LIFE PHOTO CONTROLS SPECIFICATIONS

Please note that the City may opt to install lighting control nodes instead of basic photocells on some or all fixtures.

J. Minimum requirements

Electrical:

- J.1. Load Rating: 1,000W/1,800 VA
- J.2. 15 Amp relay tested to 15,000 operations at 1,000 watts.
- J.3. Operating Temperature -40°C to +70°C - (-40°F to +158°)
- J.4. Surge Protection: 40,000 Amps - 640 Joule
- J.5. Power Consumption: <0.5 Watts @ 120 V
- J.6. Rated 105- 305 VAC for 120, 208, 240 and 277 VAC systems
- J.7. Dielectric Strength: Between current carrying parts and metal surfaces
- J.8. Frequency: 50/60Hz

K. Mechanical:

- K.1. Photocell: Silicon light sensor
- K.2. Operating Light Levels: Turn-on: 1.5 FC, 1.5:1 Off/On Ratio and/or other options available.

L. Other:

- L.1. Must meet or exceed ANSI C136.10
- L.2. ROHS compliant
- L.3. UL listed to U.S.
- L.4. "Fail On" option must be available.

M. Warranty:

- M.1. 10 years or more.

2.3 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Goods. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by the Purchaser shall be considered an approval by the Purchaser for the Proponent to carry on such activity without the requisite permit, licence, or approval.

2.4 Electrical Goods

Any electrical Goods being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at the Purchaser's facilities. Prior to entering into the Agreement, the Proponent shall have provided satisfactory evidence of such certification, as applicable.

2.05 Delivery Lead Times

The Purchaser requires the Goods to be delivered within sixty (60) Business Days from the time an order is placed.

2.06 Free-On-Board ("FOB")

Prices shall be quoted FOB freight prepaid to at the Purchaser's receiving dock at the noted locations site. Please note the Purchaser has more than one (1) delivery location.

2.07 Payment Terms

The Purchaser's standard payment terms are net thirty (30) days.

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the Quality Requirements will be reviewed in accordance with the comparative evaluation criteria below. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each comparative evaluation criterion.

Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal. After the evaluations are complete, the price proposals will be evaluated and ranked based on total price.

The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal.

Before awarding the contract, the City may request clarification or additional information from the proposer. The City reserves the right to reject any and all proposals if it determines that the criteria established herein have not been met.

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

3.1.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

3.1.2 Stage II – Rated Requirements

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Refer to Section 3.1.4 below as it related to reference checks.

3.1.3 Stage III – Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix B.

3.1.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent(s).

Reference checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

3.1.5 Stage V - Tie Break

See Section 3.6

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must include the following three (3) mandatory forms:

Appendix	Title of Appendix
Appendix A	Form of Offer
Appendix B	Product Requirements and Bid Form
Appendix C	Reference Form

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

3.2.1 Form of Offer - Appendix A (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix A) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent's failure to disclose all actual or potential

Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix B (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix B, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.2.3 Proof of Insurance

By signing the Form of Offer, the Proponent agrees, if selected, to carry insurance as outlined in Appendix A – Form of Agreement. The selected Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Purchaser.

3.2.4 Mandatory Requirements

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the mandatory requirements shall result in a Proposal being declared a Non-Compliant Proposal

and will be given no further consideration. The City may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- Proposal, required signature forms and digital files must be received at the closing location prior to closing date and time.
- Proposal must be in English.
- Any changes on the original proposal should be made in ink and initialed by the person signing the proposal.
- All Addenda must be acknowledged in Appendix B – Form of Offer
- Inclusion of all point rated requirements as outlined below.

3.3 Stage II – Evaluation of Rated Requirements (85)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents’ experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

3.3.1 Rated Requirements

The purpose of information requested in this section is to assist the Evaluation Committee in making fair judgments and evaluations regarding the proposers’ overall qualifications, including its technical abilities, and previous experience. Proposers should respond in writing to each comparative criterion listed in the following sections. Emphasis should be on completeness and clarity of contents.

A Best Value approach to product costing will be employed that includes the initial capital costing plus the operating cost of the fixtures. Replacement costs will not be utilized as it is a requirement that all fixtures come with a 10-year warranty and this is being utilized as the product life for the purpose of this analysis. Costing will thus be analyzed in terms of the fixtures’ delivered lumens per watt divided by the dollar cost per each fixture put forth by the proponents.

CRITERIA	(%)
Experience	10
Qualifications and References	5
Energy Savings	10
Lumens Per Watt	15
Product Specifications (Appendix B), Quality Control	30
Ability to Deliver Light Fixtures	10

Ability to Deliver Sample Light Fixtures with proposal	5
Price	15
Total	100

Experience

Highly Advantageous: (85% - 100%)

Manufacturer has Ten (10) or more years of experience in manufacturing streetlight fixtures

Advantageous: (70% - 84%)

Manufacturer has more than five (5) years of experience in manufacturing streetlight fixtures

Not Advantageous: (50% - 69%)

Manufacturer has less than three (3) years of experience in manufacturing streetlight fixtures

Unacceptable: (-50%)

Manufacturer has less than one (1) year of experience in manufacturing streetlight fixtures

Qualifications and References (see Appendix C – Reference Form)

Highly Advantageous: (85% - 100%)

For each family of cobra head luminaires being proposed, Manufacturer has five (5) or more completed projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

Advantageous: (70% - 84%)

For each family of cobra head luminaires being proposed, Manufacturer has three (3) or four (4) completed projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

Not Advantageous: (50% - 69%)

For each family of cobra head luminaires being proposed, Manufacturer has less than three (3) completed projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

Unacceptable: (-50%)

For each family of cobra head luminaires being proposed, Manufacturer completed no projects in North America with luminaires the same or similar as those proposed herein (projects must include at least 5,000 fixtures)

For each project include the following information:

Installation end date, total number of luminaires supplied, installed, and operating

List and contact information of customer

Number of project and references provided shall not exceed five (5).

Quality Control (Included in Appendix B)

Highly Advantageous: (65% - 100%)

The facility/facilities that manufacture(s) the LED luminaires and associated components are ISO9001 certified or equivalent, indicating quality management systems.

Not Advantageous: (-64%)

The facility/facilities that manufacture(s) the LED luminaires and associated components are not ISO9001 certified or equivalent.

Product Origin (Included in Appendix B)

Highly Advantageous: (65% - 100%)

LED products are assembled in North America.

Unacceptable: (-64%)
LED products are not assembled in North America.

Energy Savings

Highly Advantageous: (85% - 100%)
Luminaires recommended provide energy savings in Demand (kW) of greater than 60% (in comparison to the existing baseline).

Advantageous: (70% - 84%)
Luminaires recommended provide energy savings in Demand (kW) of more than 50% but less than 60% (in comparison to the existing baseline).

Not Advantageous: (-69%)
Luminaires recommended provide energy savings in Demand (kW) of less than 50% (in comparison to the existing baseline).

Lumens Per Watt

Highly Advantageous: (85% - 100%)
Supplier's total package provides an average of 100 or more lumens per watt for the proposed cobrahead LED fixtures and an average of 90 or more lumens per watt for the proposed decorative LED fixtures, if applicable.

Advantageous: (70% - 84%)
Supplier's total package provides an average of 95 to 99 lumens per watt for the proposed cobrahead LED fixtures and an average of 85 to 89 lumens per watt for the proposed decorative LED fixtures if, applicable fixtures.

Not Advantageous: (-69%)
Supplier's total package provides an average up to 94 lumens per watt for the proposed cobrahead LED fixtures and an average up to 84 lumens per watt for the proposed decorative LED fixtures, if applicable fixtures.

Product Specifications

Highly Advantageous: (85% - 100%)
More than 95% of the Proposed Luminaires meet or exceed all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Submittal Form.

Advantageous: (70% - 84%)
Between 90% and 94% of the Proposed Luminaires meet or exceeds all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Submittal Form.

Not Advantageous: (50% - 69%)
Between 75% and 89% and of the Proposed Luminaires meet or exceeds all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Submittal Form.

Unacceptable: (-49%)
Less than 75% of the Proposed Luminaires meet or exceeds all technical specification requirements listed in Para. 8 – LED Product Specifications inclusive of Appendix A – Product Requirements and Submittal Form.

Ability to Deliver Light Fixtures

Highly Advantageous: (85% - 100%)
Supplier can deliver Cobrahead fixtures between 4-6 weeks after of signing contract.

Advantageous: (70% - 84%)

Supplier can deliver Cobrahead fixtures between 7-9 weeks after of signing contract.

Not Advantageous: (-69%)

Supplier can deliver Cobrahead fixtures after 10 or more weeks of signing contract.

Ability to Deliver Sample Light Fixtures

Highly Advantageous: (85% - 100%)

Supplier can deliver Cobrahead sample fixtures between 1-2 weeks after submitting bid.

Advantageous: (70% - 84%)

Supplier can deliver Cobrahead sample fixtures between 3-5 weeks after submitting bid.

Not Advantageous: (-69%)

Supplier can deliver Cobra head sample fixtures between 6-7 weeks after submitting bid.

3.4 Stage III – Pricing (15 points)

Bidder must include and itemize in the bid price every component or sub-component required for the LED fixture replacement lighting to perform satisfactorily as a fully functioning system. Any hardware, cabling, wiring, brackets, batteries, or other parts required for proper operation as a working network of lights must be included in the bid price. If not included in the fixture unit price, Bidder must include the Adaptor/Bracket, etc. model number in Appendix B "Product Submittal Form" form and indicate the price.

All product unit prices (i.e. luminaires, brackets, photocell, etc.) submitted on the Appendix B "Product Submittal Form" must include all shipping and handling costs of indicated products to the address of within the City or within close proximities.

Bidder shall identify and price any components that are recommended as "spare" or stocking repair parts or supplies to provide timely repairs for broken equipment, if not covered under fixture warranty. Bidder must identify an authorized provider for installation, repairs, service and warranty.

Appendix B, "Product Submittal Form", includes Luminaire types and Estimated Quantities. These reflects the estimates of the luminaires to be purchased by the City during the LED conversion project. Estimated quantities will be used for comparison of responses. The quantities, as estimated, may or may not be purchased during the conversion project. The City reserves the right to exceed or not meet the estimated quantities as its needs dictate. In the event that, as a result of a final audit/inventory/photometric review, new LED products (s) need to be included in the replacement inventory, this will be handled as a change order.

3.5 Stage IV – Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to the express and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement.

3.6 Stage V - Tie Break Process

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie selecting the Proponent with the highest score in Stage III – Pricing as the Preferred Proponent .

3.7 Discussions with Preferred Proponent

Subject to the requirements of Section 3.7, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	FEB, 07 2018
Proponent Deadline for Questions:	FEB, 19 2018; 4:30pm
Proposal Submission Deadline:	2:00:00pm on FEB, 27 2018
Anticipated Agreement start date:	March, 2018

Note – all times specified in this RFP timetable are local times in Rockland, Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on MERX™ and the City Web Site.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.3 Proponents to Follow Instructions

Proponents should structure its Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

4.1.4 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

4.1.5 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.6 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

4.2 Communication after RFP Issuance

4.2.1 Contracting Authority Contact Information

All communications regarding any aspect of this RFP must be directed to the following Contracting Authority:

Gerald Lalonde
Manager of Supply & Processes
Cite/City Clarence-Rockland
1560 Laurier Street
Clarence-Rockland, Ontario
K4K1P7
613-446-6022 Ext 2206
Glalonde@clarence-rockland.com

Proponents that fail to comply with the requirement to direct all communications to the Contracting Authority may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the Contracting Authority)
- any member of the Evaluation Team
- any expert or advisor assisting the Evaluation Team
- any member of the Purchaser's governing body (such as Members of Administration or Members of the Board of Trustees)
- any elected official of any level of government, including any advisor to any elected official

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities

- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the Contracting Authority

All questions submitted by Proponents by email to the Contracting Authority shall be deemed to be received once the email has entered into the Contracting Authority's email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than Contracting Authority. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the Contracting Authority on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the Contracting Authority in writing prior to submitting a Proposal. If appropriate, the Contracting Authority will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on MERX™ and the City Web Site. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchase. In the space

provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received on or before the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, and RFP number, and the Contracting Authority's name.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery-chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:

Submission address:

Gerald (Gerry) Lalonde
Procurement Officer
City Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K1P7

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the Electronic Commerce Act, 2000, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals are to be submitted in English only, and any Proposal received by the Purchaser that is not entirely in English may be disqualified

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

Envelope 1 – Proposal, to include:

- One (1) bound original (prominently marked “**original**”) of the Proposal including all Appendices, please ensure Appendix B excludes the pricing.
- One (1) unbound photocopies of the Proposal including all Appendices, please ensure Appendix B excludes the pricing
- One (1) searchable and not locked soft copy (i.e. USB or CD) of the Proposal including all Appendices, please ensure Appendix B excludes the pricing.
- **Please use Appendix B, “Product Submittal Form”, do not enter any pricing into the document.**

Envelope 2 – Financial Information, to include:

- One (1) original (prominently marked “**original**”) of Appendix B with pricing.
- One (1) photocopy of Appendix B with pricing.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of Appendix B with pricing. in Microsoft Excel format.

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix B), the “**original**” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- Any embedded literature links within a Proposal should be a direct link to the Goods page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by on or before the Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the Contracting Authority before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the Contracting Authority in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Goods have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for 120 Days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

4.3.13 Clarification of Proponent's Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

4.3.14 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

4.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within 5 days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the Contracting Authority.

4.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

4.4.4 Debriefing

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Contracting Authority requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality

agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- **Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- **Use** – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- **Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

4.5.6 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.

- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
- The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
- The Proposal prices exceed the bid prices received by the Purchaser for goods acquired of a similar nature and previously done work
- The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
- The Proposal prices exceed the funds available for the Goods, or
- The funding for the acquisition of the proposed Goods have been revoked, modified, or has not been approved and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.

By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

4.6.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 15 Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.

- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Goods ~~and services~~.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licenses, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

4.6.8 Contractor Performance

Following substantial Performance, the Contract Administrator will prepare a report on the performance of the General Contractor. The report will rate performance in various categories including: organization, quality of work, public relations, supervisory staff, safety practices, clean up and time for completion. A copy of the completed report will be provided to the contractor.

Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other Owners or their agents.

A Contractor who scores a failing grade (<30) on their Performance Review will not be eligible to have any City Project Awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

- a) At the outset of a project, the City shall institute a performance evaluation process in all contracts.
- b) The performance evaluation shall rate the performance of the Contractor on standard criteria adopted from time to time. The General Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues must also be noted in any site meeting or project meeting minutes.
- c) The performance evaluation shall determine whether a Contractor will:
 - i) be allowed to bid for future contracts with the City of Clarence-Rockland;
 - ii) be suspended from bidding on any contracts with the City of Clarence-Rockland
- d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.
- e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Manager of the Project/Client Department for review. Only the comments and rankings of the Contractor Performance Review will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained. If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Design and Construction and Manager of Procurement Services, a further review by the City of Clarence-Rockland Review Committee.
- f) The Review Committee will hear from both City staff and the Contractor at a time and place appointed in writing by the Committee. The Committee shall be comprised of the original City team members that participated in the procurement process, Chief Administrative Officer, Director of Finance and the Manager of Supply. or their designate. The decision of the Review Committee shall be in writing and final and be provided to City Staff and the Contractor.
- g) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.

- h) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.

The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request

[End of Part 4]

APPENDIX A – FORM OF OFFER

Each Proposal **must** include this form **completed** and **signed** by the Proponent.

To: **City of Clarence-Rockland**

1. Proponent Information

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must: <ul style="list-style-type: none">• Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.9 of this RFP).• Describe the consortium members.• Describe the contingency plan if a consortium member is no longer part of the consortium.	

2. Offer

The Bidder declares that:

(a) No persons, other than the Bidder, have any interest in this RFP or in the Contract proposed to be entered into.

(b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.

(c) The several matters stated in the said Submission are in all respects true.

(d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFP Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.

(e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.

(f) The work is to commence a maximum of 15 days after notice of Award has been issued.

(g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.

(h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.

The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.

The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:

- (i) Accept a non-compliant Tender;
- (ii) Accept a Tender which is not the lowest Tender; and
- (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.

The Owner reserves the right to consider, during the evaluation of Tenders;

- (i) information provided in the Tender document itself;
- (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
- (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (iv) the manner in which the Bidder provides services to others;
- (v) the experience and qualification of the Bidder's senior management, and project management;

- (vi) the compliance of the Bidder with the Owner’s requirements and specifications; and
- (vii) innovative approaches proposed by the Bidder in the Tender;
- (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFP.

The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix B.

4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Yes, Enclosed	Can be Found on Page # of the Proposal
Appendix A – Form of Offer		
Appendix B – Product Requirements and Bid Form		
Appendix C – Reference Form		

5. Addenda and Questions/Answers

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for one hundred and twenty (120) Days following the Proposal Submission Deadline.

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

8. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the RFP.

9. Criminal Background Checks

If its Proposal is selected by the Purchaser, the Proponent specifically acknowledges and agrees to comply with Criminal Background Checks if applicable.

10. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.

Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the Contracting Authority, in the form prescribed by the Contracting Authority.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

APPENDIX B –RATE BID FORM

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.**

The Bidder also understands and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

Please refer to the attached excel sheets: "Appendix B– Product Appendix B, "Product Submittal Form"

APPENDIX C – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser's for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Request for Proposals
Purchase of LED Streetlights

SECTION I CONTRACTOR DATA			SECTION II PROJECT DATA			
Report Type <input type="checkbox"/> Interim <input type="checkbox"/> Final	Bid Number: File Number:		Bid Title			
Contractor's Name			Legal Description of Project Property			
Address		Phone #	Promised Working Days	Actual Working Days	Actual Start date	Actual Completion date
Project Principal		Site Superintendent	Contract award amount		Contract completion amount	
Brief Description of Work;						

SECTION III CONTRACTOR PERFORMANCE			
A - Administration/Management/Supervision			RANKING
1. Supervision and decision making, compliance with contract requirements			
2. Coordination and communication with own workers and subcontractors			
3. Submission of documents, reports, schedules, time cards, invoices.			
4. Adequacy, timeliness and the ability to maintain progress schedules			
5. Public safety and traffic control			
6. Compliance with all WSIB provisions			
7. Maintenance of employee safety standards			
8. Coordination and cooperation with Project Manager and City Staff			
9. Compliance Ministry of Labour regulations			
10. Relations with general public, other agencies & adjacent contractors			
TOTAL			
B - Quality of Work			
1. Adherence to plans, costs, specifications and requirements of the contract			
2. Standards of Workmanship, ability to resolve issues			
3. Completion of final work and deficiencies			
TOTAL			
C - Progress of Work			
1. Completion of project within allotted time			
2. Scheduling and execution of schedule, delivery of timely service			
3. Efficient delivery of materials and supplies and/or equipment			
4. Operation and use of equipment, attention to WSIB & MOL regulations			
5. Housekeeping practices (clean, safe, organized site)			
TOTAL			
D - Equipment			
1. Condition, safety, reliability, suitability			
2. Maintenance, downtime due to maintenance issues.			
TOTAL			
GRAND TOTAL (A+B+C+D)			
Overall Performance Rating: (Please Circle)	POOR Performance Points Totaling 20-29	GOOD Performance Points Totaling 30-49	HIGH Performance Points Totaling 50-60

RANKING KEY:

Non Compliance – 0

Below Expectations-1

In order to achieve a below expectations ranking, the contractor will have, on several or repeated occasions, been in contravention of the requirements of the contract. For example, they may, on a regular basis, not follow the direction of the project manager or fail to resolve issues brought forward to by the Project Manager in a timely manner. They have on occasion been confrontational to the Project Manager, Staff or disrespectful to the Public.

Any safety issues will be ranked below expectations.

Meets Expectations – 2

A meets expectations ranking means that the contractor has fulfilled all the duties and requirements of the contract in a timely and efficient manner. They follow the direction of the Project Manager, appropriately and conscientiously. They are professional in all dealing with their staff, City staff and the public. They resolve issues quickly and repetitive problems do not often occur. Their equipment and work methods are conducted safely.

Above Expectations – 3

This ranking is used when the contractor has exceeded expectations. When their work methods are above reproach and their dealings with public and staff are without issue.

*An explanation must be provided for any Poor, Good and High rating in Narrative Section (IV), (page 2)

*An explanation must be provided for any Poor, Good and High rating in Narrative Section (IV), (page 2)

Request for Proposals
Purchase of LED Streetlights

SECTION IV - Narrative Rating	
A Non Compliance	Enter comments which describe the contractor's overall performance and administration of the project
B Meets Expectations Elements	Enter comments which describe the contractor's overall performance and administration of the project
C Below Expectations Elements	Enter comments to substantiate any inadequate or below standard ratings.
D Above Expectations Elements	Enter comments to substantiate any superior ratings.

SECTION V Authentication and Review	
I certify that I have objectively prepared this report basing it upon data contained in available project records and discussed the report with the project Buyer.	
Contract Administrator	Date
I have reviewed this report for objectivity and accuracy. I have provided a copy of this report to the rated contractor and I have advised the contractor that any appeal must be made in writing to the Manager of Procurement Services within 20 calendar days	
Comments	
Date provided to Contractor Report Completed	Signature of Project Leader
	Date

RECOMMENDATION: based on the above data and comments, the overall performance recommendation for this contractor is:

Approved to bid on future work
 Placed on two year probation where ability to bid projects will be limited and additional contract conditions will be incorporated.

NOT recommended for future work (max period – 2 years with 1 year probation on re-instatement)

APPENDIX D – COURTESY LABEL

From:



BID SUBMISSION
Tender Number F18-INF-2018-004
(Purchase and Supply of LED Streetlight Fixtures)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

CLOSING DEADLINE – no later than 2:00 P.M., 27-FEB-2018

