

SCHEDULE "A"
GOODS

The intention of the CSA is to make the supply and delivery of LED street light luminaires available to the Province and the Entities. The Goods are to be provided on an as, if and when requested basis and no commitments or guarantees are made with respect to the number or value of Draw Downs that may be requested from the Offeror over the Effective Period.

Over the Effective Period it is anticipated that the CSAs will be refreshed at least annually to invite existing Offerors to submit new products or product versions for evaluation. Offerors will be asked to submit a response only to forms substantially the same as Appendices 3 through 6 of this RCSA document for each new submission.

The Province reserves the right to update criteria and scoring structure at time of refreshes, in response to changes in industry standards and/or technology requirements.

1 Goods

See Schedule B - Prices for the list of LED street light luminaire products available through this CSA. Purchasers may also purchase related equipment through the CSA (e.g. external house-side shields, custom powder coat colours).

2 Effective Period

The Effective Period will be 3 years with options to renew, at the sole discretion of the Province, for two additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.

3 Refresh

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4 Delivery

The Offeror agrees to coordinate delivery with the Purchaser's lighting installation representative.

The delivery lead time should be 9 weeks from issue of a Draw Down (for Draw Downs of 5,000 luminaires or less) unless negotiated otherwise with the Purchaser. Where the order is not received within 3 weeks of the defined delivery date, a liquidated damage cost of \$100 plus \$1.00 per luminaire per day may be applied by way of the Purchaser deducting the liquidated damages cost from the invoice.

5 Payment and Invoicing

Purchasers will issue a Draw Down. Contractors will provide an itemized invoice for Purchaser review and approval. Approval and payment will be made by the Purchaser. The order will be shipped to a single delivery point.

Corporate Supply Arrangement for LED Street Light Luminaires

In all instances the Contractor will clearly reference the CSA number on all invoices.

6 Warranty

A warranty is required for the Goods and will be included in the Contract. The warranty will include at a minimum, but is not limited to, the following:

- a. Full replacement of Goods due to any failure. The inability for a luminaire to operate within specifications is also considered a failure;
- b. Replacement of defective Goods for a minimum of 10 years from date of receipt. No pro-rated warranties will be accepted;
- c. Replacement Goods will be supplied within 30 days of notification. The defective Goods will be made available to the Contractor by the Purchaser. All packaging, shipping costs and arrangements will be borne by the Contractor. The Purchaser will remove the defective luminaire(s) and re-install the replacement luminaire(s) at their own expense;
- d. In the event of a catastrophic failure the Contractor will be responsible for the full replacement of the Goods, shipping costs and all labour for removal and installation of luminaires. Catastrophic failures are failures of a similar nature that occur to 2 percent or more of the luminaires within the first year of operation;
- e. Correlated Colour Temperature (CCT) which falls outside an operational tolerance of a +/- 300 Kelvin shall be classed as defective goods and shall be repaired or replaced by the Contractor. This tolerance shall be above and beyond the manufacturing tolerance (e.g. a luminaire with 4000K would have to be over 4600K or under 3400K to be classed as defective product).

See Appendix 1 – Warranty Certificate for additional details.

If any term or condition within the attached Warranty Certificate contradicts any of items 6 a. through e. above, the items above will prevail and be honoured by the Contractor.

7 Defective Goods

- a. Goods found to be defective will be quarantined on location and the Contractor's representative called in to confirm. Once the Contractor has been notified of the quarantine, all shipments of Goods under the Draw Down, potentially affected by the defect, will cease until the cause of the defect has been remedied.
- b. Quarantined Goods will be fully inspected, and defective Goods returned at no cost to the Purchaser.

Refer to the Contractor's complete defective goods procedure for additional details.

If any of the Contractor's defective goods procedure contradicts any of items 7 a. and b. above, the items above will prevail and be honoured by the Contractor.

8 Packaging

Luminaires will be packaged to prevent damage during shipping. Luminaire information and attributes will be listed on exterior of box or duplicate bar code will be provided so exact luminaire can be easily identified and installed in the proper location. Large orders will be attached to pallets for easy off-loading and bulk packaging is encouraged whereby overall packaging waste is reduced.

9 Asset Tracking

In order to track luminaires through supply, installation and maintenance, the Contractor will label each luminaire with a unique bar code. Purchasers will provide data specific to their requirements (e.g. location). Contractors should provide data including:

- Manufacturer and model number
- Date of manufacture
- Colour temperature
- Driver current
- Wattage

10 Exterior Label Visible from Ground

The Contractor, at the request of the Purchaser, will provide a weather-resistant label that can be affixed to the underside of the exterior of each luminaire that lists the lumens and wattage (and any other key information of the luminaire requested by the purchaser) such that it can be visible from the ground while mounted atop a street light pole. This exterior label will be white with black printing and provided by the Contractor at the price per unit submitted in the Options Prices section of Schedule B – Prices (if no price is provided then there is no additional charge for the exterior label). While a viewing aid such as binoculars may be used to view the label from the ground, the font size of the text on the label should ideally not be less than 48 points (approximately 25mm tall). When the above exterior label is provided to a Purchaser the exterior NEMA wattage label described in section 1.7.2 of Appendix 2 – Luminaire Specifications will then no longer be required but may be installed at the option of the Contractor