



Solicitation Cover Page

1. Solicitation #: SW190685

2. Solicitation Issue Date: 3/15/2019

3. Brief Description of Requirement:

LED SIGNS: Solicitation for Statewide contract to provide the State of Oklahoma with Flashing LED Signs

QUESTIONS DUE: March 25, 2019, 5:00 p.m.

4. Response Due Date¹: April 16, 2019

Time: 3:00 P.M. CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address:

Common Carrier Delivery Address:

Electronic Submission Address:

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Theresa Johnson

Phone: 405-521-2289

Email: theresa.johnson@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** SW190685

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES Statewide Contract Agency Number: 09000

Solicitation or Purchase Order #: SW190685

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §

85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1.** The Contract Period is the Date of Award through July 15, 2020, with option to renew for up to four (4) additional one year periods. .

B.2. Type of Contract.

- B.2.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.3. Extension of Contract.

- B.3.1.** The State may extend the term of this contract for up to 180 day intervals if mutually agreed upon by both parties in writing.

B.4. Contract Preference

- B.4.1.** This contract is mandatory for State of Oklahoma agencies.

B.5. Authorized Users.

- B.5.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful Supplier(s).

B.6. Ordering

- B.6.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.7. Prompt Payment Discounts.

- B.7.1.** Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.8. Proposal Conformity

- B.8.1.** By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

B.9. Contract Management Fee

- B.9.1.** As empowered by State Statute 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

- B.9.2.** The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

ATTENTION: ACCOUNTS RECEIVABLE

5005 N. LINCOLN BOULEVARD

OKLAHOMA CITY, OK 73105

B.10. Contract Usage Reporting Requirements.

- B.10.1.** Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

B.10.2. The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

B.10.2.1. Strategic.Sourcing@omes.ok.gov

B.10.3. Contract quarterly reporting periods for management fees and usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.10.4. Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

B.11. Gratuities

B.11.1. The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

B.12. Conflict of Interest

B.12.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.13. Patents and Royalties

B.13.1. The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.14. Disclosures Regarding Lobbyists

B.14.1. A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

B.14.2. Any bidder using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

B.14.3. The name and address of each lobbyist or agent of the bidder, contractor, subcontractor who communicated with a State employee about a bid or potential bid must be disclosed with proposal response.

B.15. Price Adjustments

B.15.1. Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed onto the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

B.15.2. Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase Suppliers may request an increase in prices. Price increases may be requested only once each year and must be approved by the contracting officer. Pricing changes must be submitted 30 days prior to the date of the effective change. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.

B.16. State and Federal Taxes

B.16.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.17. Travel

B.17.1. No reimbursable travel is contemplated under the terms of this contract.

B.18. Minor Deficiencies or Minor Informalities

B.18.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.18.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

C. SPECIFICATIONS

C.1. CONTRACT IDENTIFICATION

C.1.1. Contract Request

This Contract is to establish a five year statewide contract for Flashing Light Emitting Diode (LED) Signs for the State of Oklahoma governments.

C.1.2. Background

This Contract is for Flashing LED Signs, Flashing LED Beacon systems, and Rapid Response Flashing Beacons (RRFB) for the State of Oklahoma. Exact quantities to be purchased are unknown, however the successful supplier will be required to furnish all such materials and services as may be ordered during this contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the successful supplier by various State entities on the order contract release from such as purchase order or other order type forms.

C.2. SCOPE AND DELIVERABLES

C.2.1. Scope

This specification shall cover the State of Oklahoma for Flashing LED Signs, Flashing LED Beacon systems, and RRFB, and shall be in effect on the date of invitation to bid. Typical application for these materials is for highway signing, midblock and/or signalized pedestrian crosswalks, and school zones.

C.2.2. Deliverables

Successful supplier must provide Deliverables, staff, and otherwise do all things necessary for providing Flashing LED Signs, Flashing LED Beacon systems, and RRFB, for the State of Oklahoma requesting entities within 30 days of the request.

C.2. PRODUCT QUALITY

C.3.1. Blinking LED Signs

C.3.1.1 Signs

All Signs shall conform to the section 850 of the 2009 Oklahoma Standard Specifications for Highway Construction. All signs shall be in compliance with MUTCD (latest edition) sign specifications. The State prefers all signs blanks be .080" gauge aluminum minimum. Sheeting used shall be 3M DG3 diamond grade or equivalent prismatic sheeting or better. The state prefers an anti-graffiti overlay protection and anti-vandal fasteners to mounting components. The State prefers signs with 5 or more sides to have one LED's in each corner. The State prefers signs with 4 sides or less to have one LED in each corner and one at the midsection of each side.

C.3.1.2. Light Emitting Diodes (LED)

The State prefers that each sign assembly shall consist of high powered 1 watt LEDs that provide a maximum light intensity of up to 600,000 mcd (millicandelas) with a viewing angle of 20°. All LEDs shall match the color, as per section 2A.07 of the MUTCD. The State prefers each LED sealed in 7/8" diameter, heat dissipating plastic enclosure to provide resistance to weather and vibration. The States preference is for all LED enclosures mounted in a 1" hole and ultrasonically welded to the sign assembly to provide maximum strength and rigidity.

All LEDs shall be wired in strings to activate simultaneously as per MUTCD standards and such that all LEDs continue to flash in the event of single failed LED. All wire used shall conform to military specifications, MIL-W-16878D, Type D, vinyl nylon jacket. Wiring shall be covered and secured to the sign assembly to provide weather resistance and protection.

All LED connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protect from temporary immersion in water up to 1 meter deep for 30 minutes.

C.3.2. School Zone and Crosswalk

C.3.2.1 Push Button:

ADA and MUTCD compliant Crosswalk Push Button with momentary (normally open) switch. Provide simple push buttons or optional Accessible Pedestrian Signal (APS) with visual (red LED) & audio confirmation or an audible voice message. Push buttons shall have the capability to communicate with other near-by devices as needed thru either wireless capability or additional controller. Push buttons should mount on any traffic poles or on remote pedestals.

C.3.2.2 Control Cabinet

Provide controller assembly in accordance with NEMA 3R rated aluminum enclosure and controller capable of wired and wireless communication with push buttons. Provide controllers with integrated time clock scheduler. For 24/7 only controllers, provide an option to upgrade with a separate time clock controller hardware. Equip controller with the option to manually switch on or off by using toggle switch, key switch and/or key fob.

C.3.2.3 Flashing Warning LED Beacon

Flashing LED beacon (amber or red) on yellow or black polycarbonate housing or plastic injected molded polystyrene tufted ultra violet impregnated with material for ultra violet rays flashing warning beacons to be installed in split heads vertically (top and bottom of signs). Some school zone signs may require additional LED beacon back-to-back to the top beacon (triple vertical beacon setup).

C.3.2.4 Rectangular Rapid Flashing Beacon (RRFB)

Provide RRFB that meets FHWA Interim Approval (IA)-21.

C.3.3.1. Control Circuit

The control circuit shall have the capability of independently flashing dual outputs. The flashing output current and duty cycle shall be programmable. The flashing output shall be 50 to 60 flashes per minute with 100msec duration on time. The State prefers outputs to reach the output current as programmed for the duration of the 100msec pulse. The State prefers the output current ability to individually programmable for day and night time operation.

The preference of the State is for day and night time mode to automatically be determined by solar panel charge input and adjust to match ambient lighting conditions. The State prefers controller that provide 6 levels of brightness control determined by ambient conditions. Except for LED signs, the controller shall manage the battery charge in order to accommodate at least 8 days of continuous use without any charge. For LED signs the controller shall manage the battery charge in order to accommodate at 30 days of continuous use without any charge. The control circuit shall operate between the temperatures of -40°C and +80°C. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes.

C.3.3.2. Solar Panel

The State prefers all panels to be mounted to an aluminum plate and bracket at an angle of 45° - 60°. All fasteners used shall be anti-vandal. Wire used shall conform to military specifications, MIL-W-16878D, Type D, vinyl nylon jacket. All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes.

C.3.3.3. Batteries

The State Prefers battery packs of 4.8 VDC 14Ah Nickel Metal Hydride (NiMH) for LED signs. For other application, except LED signs, the State prefers battery packs of 12 VDC 14Ah – 105Ah NiMH. All batteries

shall be sealed in a plastic film to provide moisture and corrosion resistance. All batteries shall operate between the temperatures of -40°C and +80°C. All batteries shall have fusing between each cell and be protected from overheating using a thermocouple sensor. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Other types of battery, such as Absorbent Glass Mat (AGM) may be acceptable if supporting documents that show comparative advantages in percent discharging, charging time, life cycle, environment, cost and others, are provided. The State to review and approve supporting document for battery types other than NiMH before adding them to the contract.

C.3.3.4. Radar

Radar Sensors shall have a pickup Distance of 300 feet with a beam angle between 38 and 45 degrees. The Radar shall operate between the temperature of -40°C and +80°C.

C.3.3.5. Foundation Anchor

Provide helical steel foundations designed to support advance warning signs and school zones, and pedestrian crosswalk with different types and sizes of poles (square and pipe). The helical foundation shall have a slip base plate welded to it and shall be able to with stand wind pressure for sign area up to 25 square feet at 12 feet centroid height.

C.3.3.6. Warranty

Manufacturer shall offer a one year or more unconditional warranty against all defects in material and workmanship.

D. EVALUATION

D.1. Best Value Criteria

- D.1.1.** The State intends to award to one or more Suppliers as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value.
- D.1.2.** The contract will be awarded to the responsive Supplier with the lowest proposed pricing.

E. INSTRUCTIONS TO SUPPLIER

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.1. MANDATORY AND NON-MANDATORY TERMS

- E.1.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. The Supplier must take the responsibility to:

- E.2.1.** Carefully read the entire RFP;
- E.2.2.** Seek clarification by asking questions in a timely manner;
- E.2.3.** Submit all required responses, completed to the best of Supplier's ability and submitted, by the required dates and times;
- E.2.4.** Carefully re-read the entire RFP before submitting a Proposal.

E.3. RFP Submission Requirements

E.3.1. Supplier is to submit one (1) complete hard copy of their response and on One (1) complete electronic copy on CD, DVD or flashdrive that includes the completed proposal including the scanned images of the required OMES signed forms which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing. This term overrides any terms in Section A requiring submission of hard-copy.

E.3.1.1. All electronic documents must be in one of the following software formats:

E.3.1.1.1. MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)

E.3.1.1.2. Graphic samples must be in tif, gif, jpeg or pdf

E.3.2. Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.

E.3.3. Each Supplier shall submit the required forms in the front of the Solicitation Packet.

E.3.3.1. OMES-FORM-CP-076 Responding Bidder Information

E.3.3.2. OMES-FORM-CP-004 Non-Collusion Form

E.4. Explanation to Suppliers.

E.4.1. Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.

E.4.2. The proposal must contain all the material requested and address all requirements identified in the RFP.

E.4.3. These instructions describe the mandatory proposal format the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in this sections. Failure to do so may result in rejection of the proposal.

E.4.4. Each Supplier is responsible for providing sufficient information and document for their proposal to be thoroughly evaluated. Additional information deemed appropriate by the Supplier should be included. However, material in the Proposal which conflicts with the RFP requirements may be cause for rejection.

E.5. Submission of Responses

E.5.1. All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to theresa.johnson@omes.ok.gov and received by the contracting officer on or before 5:00 p.m. ("CDT"), on March 25, 2019. Questions must reference the identifying solicitation number.

E.5.2. Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) March 25 2019 will not be accepted, reviewed or responded to.

E.6. Product Availability

E.6.1. Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

E.7. Preparation of Proposals.

E.7.1. (a) Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.

E.7.2. (b) Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.

E.7.3. (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.7.4. (d) Unit price shall be entered on the form provided or a copy thereof.

E.7.5. (e) If supplier wishes to propose "all or none" this must be clearly shown on the proposal.

E.7.6. (f) Recipients of this solicitation not responding with a response shall return only the front sheet (CP-01 form) annotated with "No Bid", their company and address.

- E.7.7.** (c) The State reserves the right to accept by item, groups of items or by the total proposal.
- E.7.8.** (d) The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.
- E.7.9.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

E.8. Amendments to Request for Proposal.

- E.8.1.** If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- E.8.2.** Suppliers should acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

E.9. Proposal Compliance.

- E.9.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

E.10. Proposal Conformity.

- E.10.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

E.11. Energy Conservation

- E.11.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

E.12. Conflict of Interest

- E.12.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

F. ATTACHMENTS

F.1. ATTACHMENT A: ITEM PRICE SHEET

G. OTHER

None

H. PRICE AND COST

- H.1.** The following items (ATTACHMENT A) are to be bid for purchase individually and/or in a bundle for maintenance and repair and a new entire system for the LED Signs, school zones and crosswalks.

- H.2. *: Vendor: must provide cabinet size and largest battery capacity (in Ah) each can hold to assist in ordering the right cabinet.**
*****: Vendor must provide a chart(s) (excel or pdf) showing solar panel, battery and autonomy (in days) for ALR 50% for the following assembly and activation times as a selection guide for design engineers:**
- H.2.1. Single Beacon: 4 hours and 24/7**
 - H.2.2. Dual Beacons: 4 hours and 24/7**
 - H.2.3. Triple Beacons (mainly used at school zone): 4 hours**
 - H.2.4. Single RRFB: 4 hours**
 - H.2.5. Dual RRFB (back-to-back): 4 hours**

ATTACHMENT A - ITEMS TO BID

	ITEM ID'S	DESCRIPTION FOR REPLACEMENT OR NEW INSTALLATION	UOM	INFORMATION TO DESIGN ENGINEERS	Model/item # BIDDING	PRICE
1	1000030496	LED SIGN: 24” Blinker, any legend	EA			
2	1000030497	LED SIGN: 30” Blinker, any legend	EA			
3	1000030498	LED SIGN: 36” Blinker, any legend	EA			
4	1000030499	LED SIGN: 48” Blinker, any legend	EA			
5	1000030500	LED Sign: 2-3/8” Bracket	EA			
6	1000030501	LED SIGN: 3” Bracket	EA			
7	1000030502	LED SIGN; 4” Bracket	EA			
8	1000030503	LED SIGN: 4.5” Bracket	EA			
9		Radar	EA			
10		Blinder Paddle	EA			
11		Standard Push Button without visual (LED) and audio (tone) confirmation.	EA			
12		Standard Push Button with visual (LED) confirmation.	EA			
13		Standard Push Button with visual (LED) and audio (tone) confirmation.	EA			
14		APS push button (such as Polara’s XAV2E, or equivalent)	EA			
15		XAV interface board	EA			
16		Accessible Pedestrian Signal (APS) push button with interface board (XAV2E or equivalent)	EA	Both types of push buttons listed in here are MUTCD and ADA complaint; however, Traffic Engineering Division prefers and encourages the use of audible push buttons.		
17		Lens: 12” LED Beacon lens.	EA	Specify amber or red.		
18		Black or yellow polycarbonate housing for 12” beacon. This is for beacon housing only.	EA	Specify Black or Yellow housing.		
19		12” beacon housing attachment to pipe (up to 4 ½” OD) or square post.	EA	Specify the following: Black or Yellow, and type and size of post.		
20		A complete 12” LED beacon, polycarbonate housing, and attachment to post. Single assembly. Vertical mount.		Specify the following: amber or red LED, Black or Yellow housing, and type and size of post.		
21		Wireless controller	EA	Use this to activate pedestrian crosswalk signage, including flashing LED signs wirelessly when activated via detection or pushbutton method.		
22		Controller with integrated time clock scheduler.	EA	Default setup is 24/7 flashing. If flashing time is known, please request to be pre-programmed. Time clock activation may also be done on the site.		
23		Controller 24/7 only	EA	This is programmed for 24/7 flashing. Addition hardware, such as time clock controller below, may be required.		

	ITEM ID'S	ATTACHMENT A - ITEMS TO BID - CONTINUED DESCRIPTION FOR REPLACEMENT OR NEW INSTALLATION	UOM	INFORMATION TO DESIGN ENGINEERS	Model/item # BIDDING	PRICE
23		Controller 24/7 only	EA	This is programmed for 24/7 flashing. Addition hardware, such as time clock controller below, may be required.		
24		Time clock controller	EA	If flashing time is known, please request to pre-programmed the time clock controller. Time clock activation may also be done on the site.		
25		Toggle switch	EA	For new systems, use this if it is required to manually turn a system on or off by using toggle switch, key switch or wirelessly by key fob.		
26		Key switch	EA			
27		Wireless key fob	EA			
28		Solar charge controller	EA			
29		Cabinet*	EA			
		Size:				
		Battery capacity:				
30		Cabinet*	EA			
		Size:				
		Battery capacity:				
31		Cabinet*	EA			
		Size:				
		Battery capacity:				
32		Cabinet*	EA			
		Size:				
		Battery capacity:				
33		Cabinet*	EA			
		Size:				
		Battery capacity:				
34		13.5W peak total output Solar Panel	EA	See Battery and solar power selection guide provided by vendor.		
35		20W peak total output Solar Panel	EA			
36		30W peak total output Solar Panel	EA			
37		55W peak total output Solar Panel	EA			
38		85W peak total output Solar Panel	EA			
39		Battery pack, 4.8VDC,14Ah for LED Signs	EA			
40		Battery pack, 12VDC,14Ah**	EA			
41		Battery pack, 12VDC,27Ah**	EA			
42		Battery pack, 12VDC,35Ah**	EA			

	ITEM ID'S	ATTACHMENT A - ITEMS TO BID - CONTINUED DESCRIPTION FOR REPLACEMENT OR NEW INSTALLATION	UOM	INFORMATION TO DESIGN ENGINEERS	Model/item # BIDDING	PRICE
43		Battery pack, 12VDC,48Ah**	EA			
44		Battery pack, 12VDC,105Ah**	EA			
45		Rectangular Rapid Flashing Beacon (RRFB)	EA			
46		Mounting post, 4 ½” OD pipe	FT			
47		Mounting post, 2 3/8” OD pipe	FT			
48		Mounting post, 2 ½” x 12ga Perforated Steel Square Tube (PSST)	FT			
49		Mounting post, 2” x 12ga PSST	FT			
50		Slip base for 4 ½” OD pipe	EA			
51		Slip base for 2 3/8” OD pipe	EA			
52		Slip base for 2 ½” PSST	EA			
53		Slip base for 2” PSST	EA			
54		Helical foundation (steel)	EA	Designer to specify type and size of pole to be supported by the helical foundation.		
		Triple vertical beacon school zone bundle: This bundle shall include 3 LED Beacons, polycarbonate housing, 30W solar panel, cabinet, 12VDC 35Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.				
56		Triple-vertical-beacon school zone bundle: This bundle shall include 3 LED Beacons, polycarbonate housing, 55W solar panel, cabinet, 12VDC 48Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.	EA	Expected to provide 11 days autonomy if used for 4 hours a day at ALR 50%.		
57		Double-beacon school zone bundle:	EA	Expected to provide 12 days autonomy if used for 4 hours a day at Array-to-load (ALR) 50%.		
59		Ped. Crosswalk bundle: The bundle shall include 2 LED Beacons, polycarbonate housing, bulldog push button, 30W solar panel, cabinet, 12VDC 35Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.	EA	Expected to provide 12 days autonomy if used for 4 hours a day at ALR 50%.		
		Ped. Crosswalk bundle: This bundle shall include 2 LED Beacons, polycarbonate housing, APS push button with interface board, 30W solar panel, cabinet, 12VDC 35Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.	EA	Note: Both systems are very similar and only differ in choice of push buttons.		
60						

	ITEM ID'S	ATTACHMENT A - ITEMS TO BID - CONTINUED	UOM	INFORMATION TO DESIGN ENGINEERS	Model/item #	PRICE
		DESCRIPTION FOR REPLACEMENT OR NEW INSTALLATION			BIDDING	
		This bundle shall include 2 LED Beacons, polycarbonate housing, APS push button with interface board, 30W solar panel, cabinet, 12VDC 35Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.				
62		Ped. Crosswalk LED Sign bundle: The bundle shall include LED sign 30”, APS push button with interface board, 30W solar panel, cabinet, 12VDC 35Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.	EA			
63		Ped. Crosswalk LED Sign bundle: The bundle shall include LED sign 30”, bulldog push button, 55W solar panel, cabinet, 12VDC 48Ah battery pack, wireless controller with time clock scheduler capability, and solar charge controller.	EA			
64		Ped. Crosswalk LED Sign bundle:	EA			
65		Ped. Crosswalk Single RRFB bundle: The bundle shall include single RRFB, bulldog push button, 55W solar panel, cabinet, 12VDC 48Ah battery pack, wireless controller and solar charge controller.	EA	Expected to provide 24days autonomy if used for 4 hours a day at ALR 50%. Note: Both systems are very similar and only differ in choice of push buttons.		
66		Ped. Crosswalk Single RRFB bundle: The bundle shall include single RRFB, APS push button with interface board, 55W solar panel, cabinet, 12VDC 48Ah battery pack, wireless controller and solar charge controller.	EA			
67		Ped. Crosswalk Double RRFB bundle: The bundle shall include two (2) RRFBs (back-to-back), bulldog push button, 55W solar panel, cabinet, 12VDC 48Ah battery pack, wireless controller and solar charge controller.	EA	Expected to provide 16 days autonomy if used for 4 hours a day at ALR 50%.		
68		Ped. Crosswalk Double RRFB bundle: The bundle shall include two (2) RRFBs (back-to-back), bulldog push button, 55W solar panel, cabinet, 12VDC 48Ah battery pack, wireless controller and solar charge controller.	EA	Note: Both systems are very similar and only differ in choice of push buttons.		

	ITEM ID'S	ATTACHMENT A - ITEMS TO BID - CONTINUED DESCRIPTION FOR REPLACEMENT OR NEW INSTALLATION	UOM	INFORMATION TO DESIGN ENGINEERS	Model/item # BIDDING	PRICE
69		System controller bundle: This bundle shall include cabinet, wireless controller with time clock scheduler capability, 30W solar panel and 12VDC 35Ah battery pack.	EA			
70		System controller bundle: This bundle shall include cabinet, wireless controller with time clock scheduler capability, 55W solar panel and 12VDC 48Ah battery pack.	EA			
71		System controller bundle: This bundle shall include cabinet, wireless controller with time clock scheduler capability, 85W solar panel and 12VDC 105Ah battery pack.	EA			
		Miscellaneous				