

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Bid Number: M-10-007A

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

Bid Opening Date: July 29, 2009 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on page 2 of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	LED LIGHTBAR SYSTEM FOR NEW ARKANSAS HIGHWAY POLICE UNITS. To meet the requirements of Arkansas State Highway and Transportation Department Specifications attached to and made a part of this bid. FOB: AHTD – Equipment And Procurement 11302 W. Baseline Rd., Little Rock, AR 72209 Contact: Glenn McCoy 501-569-2902 Bar Light proposed to furnish: Brand _____ No. _____ If any literature and/or specifications of items conflict with AHTD specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid. Bid Bond in the amount of 5% of total bid price required of all bidders at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 3 on page 2 of this Bid Invitation. Performance Bond in the amount of 5% of total bid price will be required of successful bidder prior to providing goods/services. <u>Personal and company checks are not acceptable as Performance Bonds.</u> See Condition 3 on page 2 of this Bid Invitation. The successful bidder will be required to complete delivery within 45 days after award. Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Bids/Contracts”. Tabulations will also be available at this site within 72 hours after bid opening. If you have any questions, call this office at 501-569-2667.	30	ea		
	10-08			TOTAL BID	

STANDARD BID CONDITIONS

M-10-007A

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: james.moore@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIFICATIONS FOR A LOW PROFILE LIGHTBAR

The emergency vehicle lightbar system shall be as specified below. The lightbar system and all major components, such as power supplies, LED panels, Switch Box etc., must be designed and manufactured for sale in the United States. Letters from the manufacturer verifying this must be issued with bid to be considered.

BASIC STRUCTURAL DESIGN OF LIGHTBAR:

- The lightbar shall be designed for advanced aerodynamic efficiency.
- The lightbar must be 50.125 inches (± 1 inch) in length with a maximum height of 2.25 inches and a maximum depth of 12 inches.
- The main structural material shall be of heavy gauge extruded aluminum and shall be designed with web/vertical supports to allow superior structural strength (no sagging). The black polycarbonate base shall mount over the extruded aluminum support. The dome covers must screw into the polycarbonate base. The use of clips is unacceptable because they fail with time.

CONSTRUCTION OF OUTER DOMES:

- The outer domes shall be constructed of polycarbonate. There shall be three dome sections on the 50 inch lightbar, and each section must be completely sealed to provide a weather-tight seal. The domes shall mount to the polycarbonate base. Light bars that utilize clips or clamps are not acceptable since they may corrode or loose tension over time and fly off.
- Each dome must be easily replaceable without removing the lightbar from the roof of the vehicle.
- The light through domes shall not be blocked and shall be of equal intensity to the viewer from the front, rear, or sides.
- The domes shall be clear in color.

INTERNAL COMPONENT SYSTEMS:

- The lightbar shall contain one (1) control module I/O board which shall contain all the electronics required to operate all internal lightheads. This single module

is required for ease of servicing the lightbar. Lightbars with multiple I/O boards or those that require replacement of LED board assemblies are unacceptable. All internal components such as lamp modules and I/O modules shall be modular in design for ease of replacement without removing the lightbar from the roof of the vehicle. The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius

- All internal lighthoods must be Generation 3.5 Super-LEDs, including the take-downs and alley lights. The lightbar must have Hi/Low power control of all inboard LED warning modules. Lightbars that do not offer this feature are not acceptable. There must be a multiple styles of LED lighthoods to choose from.
- The lightbar's primary warning shall have a maximum of four (4) linear LED modules [1 in each corner]. Lightbars that utilize more than four modules to meet SAE Class I requirements are not acceptable. A copy of the Testing Lab or AMECA Certificate confirming that the lightbar conforms to SAE Class 1 requirements is required with this bid. Failure to submit this documentation will disqualify the bidder. Lightbars that do not use Linear LEDs as primary warning are not acceptable. The lightbar shall have linear LED modules in the four corners. Each Linear-LED corner module shall contain the Super-LED mounted in the parabolic center of a single "removable" highly mirrored reflector for maximum light output. Corner light modules that utilize multiple reflectors or mirrors are not acceptable since they do not provide a true, even light spread. The Linear-LEDs shall be mounted in a straight line and have a single diffuser panel collimator mounted in front of them for maximum light output. The removable reflector must contain the LEDs and allow for removal of each individual lighthouse for ease of changing the light configuration. Lightbars that require the removal of large multi-LED panels to replace / reconfigure a lighthouse are not acceptable. There must be a minimum of six (6) CON3 Super-LED panels to the Front, with seven (7) CON3 modules to the Rear. Each CON3 module must contain (3) Super-LEDs, with each LED mounted in a conical reflector. The center front of the lightbar must contain two (2) long-throw reflectors which are designed to produce light in a spot pattern, while containing three (3) Super-LEDs in each module. The LED panels must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable.
- The lightbar must contain two (2) LR11 Super-LED take-downs and two (2) LR11 Super-LED alley lights. Each Super-LED take-down and alley light must contain (3) Super-LEDs and must be adjustable 15 degrees on a horizontal plane.

1) The lightbar must contain:

To the Front: Two (2) Blue Linear corners
Six (6) Blue CON3s
Two (2) Blue LTR3s
Two (2) LR11 Super-LED Take-Down Lights; and

To the Rear: Two (2) Blue Linear corners
Seven (7) Blue CON3s; and

Two (2) adjustable LR11 Alley Lights (one on each end)

2) **The lightbar must have an available option of a full functioning TRAFFIC ADVISER. The bar must provide Left Arrow, Right Arrow and Split capabilities included in the bid price.**

EXTERNAL CABLE:

- There shall be cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant, (1) each power and ground cable and a 2 conductor 20 gauge serial cable. The external cable shall be a minimum of 17 feet and exit the passenger side of the lightbar. The serial cable shall plug into an electronic control module which must communicate all lightbar operating functions to the lightbar. There must be a minimum of eighteen (18) function wires on the ECM that are programmed via software to allow for simple programming of each individual lighthouse, including On/Off operation, choice of four phases and multiple flash patterns, cruise light intensity, Hi/Low control, Traffic-Advisor™ patterns. As an *option*, there must be available a WeCan Controller that may be substituted for the ECM. This control head must allow dip switch programmability for a minimum of ten (10) preset configurations. The lightbar's 2 conductor serial control wires must plug directly into the controller without the need for any other interface box.

MOUNTING KIT:

- The standard adjustable-type mounting kit shall include a combination permanent mount and gutter mount. All hardware shall be stainless steel. Gutter straps must be designed for most late model vehicles.

WARRANTY

- The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of

purchase (no warranty is offered on optical plastic parts). LED's shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.

- The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include forty-eight (48) hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).

Switch Box

The Switch Box is compatible with the lightbar specifications above. The Control Center shall consist of 9 single pole/single throw, 1-amp mini-rocker switches mounted in a 2-piece metal case and 1 single pole 5-amp mini-rocker switch. The dimensions shall be 2.25" high, 6" wide, and 6.75" deep. Each switch shall illuminate in the "ON" position. The power control center shall be designed with a "pursuit" circuit feature that will activate all visual equipment required for an emergency response. The "pursuit" circuit shall be relay controlled by the power control center in the number 1 position.

WARRANTY:

- The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase. Strobe power supplies shall be warranted for a period of five years; linear strobe flash tubes shall be warranted for a period of two years; and LED panels shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- The manufacturer shall provide a 24-month warranty on both parts and labor. This shall include 48-hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service.