



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., Tuesday, September 2, 2014 to be opened at the County Purchasing Office the same date for LED Light Fixtures for the County of El Paso.

**Bids must be in a sealed envelope and marked:
"Bid to be opened Tuesday, September 2, 2014
LED Light Fixtures for the
County of El Paso
Bid #14-043"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 08/21/2014, at 12:00 p.m. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com; Bids and more.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

KENNIE DOWNING
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name_____

Title_____

Company Name_____

Address_____

Signature_____

Date_____



EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180

Memorandum

To: All Vendors

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

Description – Bid #14-043
LED Light Fixtures for the County of El Paso
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original hard copy, one hard copy and six (6) CD copies in Word/PDF Format of your bid. CD copies must reflect the original hard copy.**

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:
F. O. B. El Paso County

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

LED Light Fixtures for the County of El Paso

Bid #14-043



**Opening Date
Tuesday, September 2, 2014**

INTRODUCTION

The County of El Paso ("County") is issuing this Request for Bid ("Solicitation") to qualified companies with the ability to provide light fixtures for County buildings and renovation projects on an as-needed basis. The County seeks to award a one-year contract for as-needed LED light fixture purchases, with the option to renew the contract for two additional years.

1. SCHEDULE

The following schedule of activities is planned. Any changes will be communicated to the prospective vendors from the Purchasing Agent, El Paso County.

Events	Dates
Release/Advertise	August 11, 2014 & August 17, 2014
Responses Due	September 2, 2014
Deadline for Questions	August 21, 2014
Award and Contract approval	To be determined
Notice To Proceed	To be determined

2. VENDOR QUALIFICATION

The County will evaluate bids only from experienced, highly qualified electrical/lighting suppliers, hereafter "VENDOR(S)", that have proven successful experience in supplying light fixtures for new construction and existing facilities. The VENDOR'S response to this bid solicitation must document and qualify this experience.

3. SUBMITTAL INFORMATION

Vendors that have submitted bids are considered earnest participants and must conform to the following processes after submission.

3.1 SUBMITTALS

All prospective vendors must submit one original hard copy, one hard copy and six (6) CD copy of their bid, contract(s), terms and conditions for this project. The CD copies should be a full copy of the bid response to exactly match the original hard copy.

3.2 PRICING AND COSTS

The County believes the numbers used as item quantities on the Bid Price Sheet are a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price. Additionally, estimates are minimums, but not guaranteed minimums, and the contract cost can increase so long as the unit costs remain the same and increased

funds are appropriated in the budget.

The bid prices shall be fixed for the initial year of the contract. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index (CPI) for purchased goods in the El Paso TX region for the current twelve (12) month period or three percent (3%) whichever is the lesser.

3.3 JOINT SUBMISSIONS AND MULTIPLE VENDORS

Unless a bidder is submitting a joint bid, the bidder represents and warrants that by submitting its bid it did not conspire with any other vendor to set prices in violation of relevant laws. A bid submitted by two or more vendors participating jointly in one bid may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The County assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors. Furthermore, all subcontractors must meet the same expectations and requirements of the Solicitation.

4. RESPONSE FORMAT

Responses to the Bid must follow the forms and format provided in **Appendix A**. Additional information can certainly be provided but not in lieu of the prescribed format. It is intended that the technical and application data be presented separate from the cost data and that the cost data contain no technical data. Please refer to Appendix A for further explanations of each section.

5. VENDOR REFERENCES

Bids must include references of other entities that are currently utilizing the proposed equipment. The references are mandatory. The references must clearly establish that the proposed equipment is in production usage. The County is interested in receiving quality products. The references must include projects that are similar to the County project in terms of scope and complexity.

6. VENDOR DEMONSTRATIONS

The County reserves the right to seek clarification or additional information from any vendor throughout the solicitation process, including a sample of the equipment proposed. The County may require a vendor's representative to answer questions during the evaluation process with regard to the vendor's bid. Failure of a bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.

7. NON-RESPONSIVE BIDS

Any bid that does not directly address the needs of The County as described in the Bid will be considered non-responsive and will not be considered. A bid that does not prove the vendor's ability to furnish a suitable solution, based on experience and references, as well as response to the equipment requirements in the Bid, will not be

considered.

8. AWARD

A recommendation will be made to Commissioners Court to award a contract. The County reserves the right to make only one award, multiple awards or to reject any or all bids submitted in whole or in part. The County further reserves the right to make no award and to modify or cancel, in whole or in part, this bid.

9. COOPERATIVE PURCHASING

This contract may be utilized for purchases by other local government entities under an inter-local cooperation agreement, Texas Government Code Chapter 791. Any contract award by the County of El Paso that is used by another local government entity under an inter-local agreement shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the other local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity. The County of El Paso shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The County of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the County's own purchase order or contract.

SECTION 2 - SPECIFICATIONS

1. INTENT

This document is issued as a request for bid for the supply and purchase of LED light fixtures for the County of El Paso. Any deviation from these specifications must be authorized and approved by County Facilities Management personnel.

2. CURRENT ENVIRONMENT & STANDARDS

The winning bidder must provide a complete price per unit including warranty and support for all products proposed in their bid.

MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meaning the minimum required by the County. Vendor commits to provide goods/services that are consistent with the County's specifications in every regard unless an exception is clearly noted. The County may accept a bid subject to an exception if, in the sole judgment of the County, the bid meets or exceeds the County's specifications. If the goods/services offered do not meet or exceed the County's specifications because of the exception, the County will consider the bid non-responsive.

3. VENDOR AND EQUIPMENT SPECIFICATIONS

QUALITY ASSURANCE / QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall at a minimum possess the following qualifications:

- Be in the business of providing electrical supplies and light fixtures for a minimum of three (3) years.
- Contractor shall demonstrate satisfaction of sound financial condition and can be adequately bonded and insured if the project deems necessary.
- Personnel knowledgeable in local, state, and national codes and regulations. All products shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
- Use of CAD software using .DWG or .DXF format helpful for larger projects.

4. CONTRACTOR RESPONSIBILITY

1. Contractor shall be obligated to exercise the highest standard of care in performing its obligations as defined in this request for bid.
2. Contractor acknowledges that the County of El Paso will rely on contractor's expertise, ability and knowledge of the equipment proposed and shall be obligated to exercise the highest of standard care in performing its obligation as defined in the following Scope of Work.

5. MANUFACTURER QUALITY PRODUCTS & SUBSTITUTIONS

Vendor shall furnish products that meet the standards supplied herein and demonstrate that the products they propose meet or exceed the specifications listed below. Brand names and model numbers are supplied to demonstrate the minimum quality standards acceptable to the County. The County is open to all brands that meet or exceed the specifications:

5.1 LIGHT FIXTURES & ACCESSORIES

- A. CREE ZR24-40L-40K-10V (or equal) 2'X4' LED Troffer 4000 Lumens 4000K, White, 10 Year Warranty
- B. CREE LS4-40L-40K LED (or equal) 4' Surface Mount, Ambient Luminaire, 4000 Lumens, 4000K, 48"X2.5"X3"H, White, 10 Year Warranty

- C. CREE SL40 (or equal) LED Surface Linear, Surface or Suspended Mount, 40"Lx5.65"W x 2.25"H, 4000 Lumens, 3500K, White, 10 Year Warranty
- D. CREE CS18 (or equal) 8' LED Linear Luminaire, Suspended Ceiling Mount, 4000 Lumen, 4000K, White, 10 Year Warranty
- E. HUB LNC2-18LU-4K-3-1 (or equal) Exterior Lighting Wall Pack, Dark S Compliant
- F. LITHONIA OLW (or equal) LED Wall Mount, 3100 lumens, 5000K, MVolt, Photo Cell Included. Dark Bronze, 5 Year Warranty
- G. LNC2 18LU-4K-3-1 (or equal) 18 LEDs, 45w Input, 120/277v, Bronze, 5 Year Warranty
- H. CREE AC5-48-Q14B-TB (or equal) 5" Cable Canopy Q14B Gripper T-Bar Clip
- I. CREE AC5-12/3-48-Q14B-JB (or equal) 5" Cable Canopy #12/3 48" SJT Cord Q14B Gripper J-Box Strap
- J. OMA (or equal) 14" Aluminum Mounting Arm, Dark Bronze

5.2 PRODUCT STANDARDS

1. All warranties shall meet or exceed the standard warranty period of the brand/model of the light fixture specified above.
2. Fixtures shall be NEW and free from damage and defects. Vendor shall take great care in shipping product to prevent accidental breakage or damage.
3. Products shall be shipped in their original packaging, and all fixtures shall be properly labeled.

APPENDIX A RESPONSE FORMAT

Vendors should submit a complete bid in the format described on the following pages. Vendors must provide enough information with their response to constitute a definite, firm, unqualified and unconditional offer. Irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in the bid being deemed non-responsive.

SECTIONS

- A. VENDOR REFERENCES
- B. BUSINESS INFORMATION AND FINACIAL STABILITY
- C. SUPPORT, MAINTENANCE, WARRANTY AND DELIVERY
- D. BID PRICE SHEETS

SECTION A VENDOR REFERENCES

The vendor will provide three (3) current references of companies whom they have provided similar products as describe in this bid. References shall include the following:

1. Name of organization
2. Products provided
3. Supply date
4. Contact name, title, address, telephone number, e-mail

SECTION B BUSINESS INFORMATION AND FINANCIAL STABILITY

The Vendor shall submit the following information:

- Official name and address. Indicate what type of entity, e.g. corporation, sole proprietor, partnership, etc.
- Complete name, address, telephone number and fax number of person to receive correspondence and who is authorized to make decisions or represent the Vendor. Please state his or her capacity within the company.
- Total number of years Vendor has been in business and, if applicable, number of years under the present business name.
- Number of years' experience the Vendor has had in providing equivalent products and services.
- A description of the Vendor's operation, facilities, business, objectives, number of employees (both nationally and locally), and previous experience and qualifications relating to the products and services requested.
- Proof of financial stability.
- Copies of any construction, building, or electrical/lighting industry association or affiliations.
- Proof or statement of qualifications that vendor personnel have been trained or have knowledge of current building standards, electrical codes, energy efficiency government standards and recommendations, as it applies to lighting fixtures.

SECTION C WARRANTY AND DELIVERY

In this section the Vendor will provide a copy and description of the warranties associated with the proposed equipment and hardware. Note, equivalent product warranties must meet or exceed the standard warranty as the brand/model listed for reference.

1. Provide a sample copy of manufacturer warranties, or state the standard warranty period for each product proposed.
2. In this section the Vendor shall provide information on direct support. It is the Vendor's responsibility to clearly define who the County should contact for first level support for products purchased under this bid.
3. In this section, the Vendor shall provide information regarding availability to stock, what products are, or may be considered "special order", and typical lead times for delivery of product from time order is placed.
 - a. Typical lead time for products.
 - b. Delivery and completion timelines

**SECTION D
PRICE SHEET**

The bid prices entered shall include all shipping, handling costs for the initial term of the contract. F.O.B. El Paso County.

Item	Description	Qty	Unit Price	Ext. Price
A.	CREE ZR24-40L-40K-10V, (or equal) 2'X4' LED Troffer 4000 Lumens 4000K, White, 10 Year Warranty	97	\$	\$
B.	CREE LS440L-40K, (or equal) LED 4' Surface Mount, Ambient Luminaire, 4000 Lumens, 4000K, 48"X2.5"X3"H, White, 10 Year Warranty	26	\$	\$
C.	CREE SL40, (or equal) LED Surface Linear, Surface or Suspended Mount, 40"Lx5.65"Wx2.25"H, 4000 Lumens, 3500K, White, 10 Year Warranty	26	\$	\$
D.	CREE CS18, (or equal) 8' LED Linear Luminaire, Suspended Ceiling Mount, 4000 Lumen, 4000K, White, 10 Year Warranty	32	\$	\$
E.	HUB LNC2-18LU-4K-3-1, (or equal) Exterior Lighting Wall Pack, Dark S Compliant	13	\$	\$
F.	LITHONIA, (or equal) OLW LED Wall Mount, 3100 lumens, 5000K, MVolt, Photo Cell Included. Dark Bronze, 5 Year Warranty	13	\$	\$
G.	LNC2, (or equal) 18LU-4K-3-1 18 LEDs, 45w Input, 120/277v, Bronze, 5 Year Warranty	13	\$	\$
H.	CREE, (or equal) AC5-48-Q14B-TB 5" Cable Canopy Q14B Gripper T-Bar Clip	32	\$	\$
I.	CREE AC5-12/3-48-Q14B-JB, (or equal) 5" Cable Canopy #12/3 48" SJT Cord Q14B Gripper J-Box Strap	4	\$	\$
J.	OMA (or equal) 14" Aluminum Mounting Arm, Dark Bronze	13	\$	\$
TOTAL				\$

ZR24™

2'x4' LED Troffer

Product Description

The ZR24™ LED troffer delivers 4000 lumens of superior 90 CRI light quality and is perfect for both new construction and renovation. Powered by Cree TrueWhite® Technology, the slim and lightweight ZR24™ LED troffer boasts an efficacious 90 LPW performance along with 0-10V dimming to meet local energy codes. The ZR24™ LED troffer embodies a breakthrough in balancing energy savings, visual comfort and initial cost.

Performance Summary

Utilizes Cree TrueWhite® Technology

Assembled in the US & Mexico

Efficacy: 90 LPW

Delivered Light Output: 4000 lumens

Input Power: 44 watts

CRI: 90 CRI

CCT: 3500K, 4000K

Input Voltage: 120-277 VAC

Limited Warranty: 10 years

Controls: 0-10V Dimming to 5%*

Mounting: Recessed**

Accessories

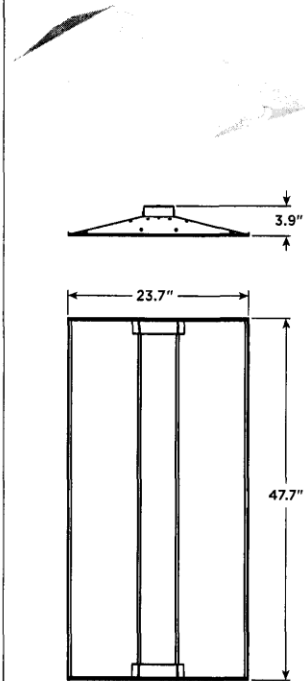
Accessories

DGA-24WHT

Drywall Grid Adapter

CIF-10V

Wireless 0-10V Dimming/Switching Interface with Cree Smartcast™ Technology



Ordering Information

Example: ZR24-40L-35K-10V

Product	Lumen Output	Color Temp	Voltage	Control	Options
ZR24	40L 44W, 4000 Lumens, 90 LPW	35K 3500 Kelvin 40K 4000 Kelvin	Blank 120-277 Volt	10V 0-10V Dimming 5%*	EB14 *** Emergency Backup - 1400 lumens

* See www.cree.com/lighting/products/warranty for warranty terms

** Reference www.cree.com/lighting for recommended dimming controls and wiring diagrams

***Acceptable for use with standard 9/16 T-Bar or larger when installed per installation instructions. Consult factory for non-standard grid applications

***EB option available in US only



Rev. Date: 05/30/2014



US: www.cree.com/lighting T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada T (800) 473-1234 F (800) 890-7507

ZR24™ 2'x4' LED Troffer

Product Specifications

CREE TRUEWHITE™ TECHNOLOGY

A revolutionary way to generate high-quality white light, Cree TrueWhite™ Technology is a patented approach that delivers an exclusive combination of 90+ CRI, beautiful light characteristics, and lifelong color consistency, all while maintaining high luminous efficacy – a true no compromise solution.

CONSTRUCTION & MATERIALS

- Durable cold rolled steel housing provides strength and uniformity
- Ultra-thin 3.9" fixture height and lightweight design effectively target a broad range of plenum spaces and allow for easy installations
- Fixture is pre-painted for enhanced smooth finish
- Provided t-bar clips and holes for mounting support wires enable recessed or suspended installation
- Fixture sides and ends are hemmed in for safe, easy handling

OPTICAL SYSTEM

- Unique fixture design creates perfect balance of both horizontal and vertical illumination
- Optimized smooth lens eliminates pixelation and delivers a low-glare, diffused light distribution

ELECTRICAL SYSTEM

- Cree born components including highly efficacious Cree® LED chips along with an integral high-efficiency Cree® driver
- **Power Factor** = 0.9 nominal
- **Input Power:** Stays constant over life
- **Input Voltage:** 120-277V, 50/60Hz
- **Battery Backup:** Consult factory
- **Temperature Rating:** Designed to operate in temperatures 0-35°C and below room side and plenum side
- **Total Harmonic Distortion:** <20%

CONTROLS

- Continuous dimming to 5% with 0-10V DC control protocol*

REGULATORY & VOLUNTARY QUALIFICATIONS

- UL924 (EB option)
- cULus listed
- Suitable for damp locations
- Designed for indoor use
- DLC qualified. Please refer to <http://www.designlights.org/QPL> for most current information

*Reference www.cree.com/lighting for recommended dimming controls and wiring diagrams

ZR24™ Lumen Maintenance¹

Ambient	Initial LMF	25K hr Projected ² LMF	50K hr Calculated ³ LMF	75K hr Calculated ³ LMF	100K hr Calculated ³ LMF
5°C (41°F)	1.04	0.98	0.93	0.89	0.85
15°C (59°F)	1.02	0.96	0.92	0.87	0.83
25°C (77°F)	1.00	0.94	0.90	0.86	0.81
35°C (95°F)	0.98	0.92	0.88	0.84	0.80

¹Lumen maintenance values at 25°C are calculated per TM-27 based on LM-80 data and in-situ luminaire testing

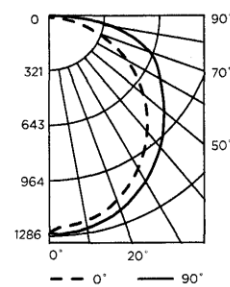
²In accordance with IESNA TM-21-II, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. packaged LED chip

³In accordance with IESNA TM-21-II, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. packaged LED chip

Photometry

ZR24-40L-40K BASED ON CESTL REPORT TEST #: PLO2844-001

Fixture photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. IESNA LM-79-08 specifies the entire luminaire as the source resulting in a fixture efficiency of 100%.



Coefficients Of Utilization - Zonal Cavity Method

RC %	80			
RW %:	70	50	30	10
RCR: 0	719	719	719	719
1	107	102	97	93
2	97	88	80	74
3	88	76	68	61
4	80	67	58	51
5	73	60	50	43
6	68	54	44	38
7	63	49	40	33
8	58	44	36	29
9	55	41	32	26
10	51	37	29	24

Effective Floor Cavity Reflectance: 20%

Average Luminance Table (cd/m²)

Vertical Angle	Horizontal Angle		
	0°	45°	90°
45°	1642	1772	1899
55°	1580	1788	2014
65°	1480	1885	2341
75°	1276	2240	2819
85°	952	2498	3203

Zonal Lumen Summary

Zone	Lumens	% Lamp	Luminaire
0-30	990	N/A	24.4%
0-40	1628	N/A	40.1%
0-60	2949	N/A	72.8%
0-90	4064	N/A	100%
0-180	4064	N/A	100%

Reference www.cree.com/lighting for detailed photometric data.

Application Reference

Open Space					
Spacing	Lumens	Wattage	LPW	W/ft ²	Average ft.
8 x 8	3200	35	91	0.53	45
	4000	44	91	0.66	56
8 x 10	3200	35	91	0.44	37
	4000	44	91	0.55	46
10 x 10	3200	35	91	0.35	30
	4000	44	91	0.44	37
10 x 12	3200	35	91	0.28	24
	4000	44	91	0.35	30

9' ceiling: 80/50/20 reflectances; 2.5' workplane, open room, LLF: 1.0 initial
Open Space: 50' x 40' x 10'

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US: www.cree.com/lighting T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada T (800) 473-1234 F (800) 890-7507



LS4™
4' (1219mm) LED Surface Ambient Luminaire

Product Specifications

CREE TRUEWHITE® TECHNOLOGY

A revolutionary way to generate high-quality white light, Cree TrueWhite® Technology is a patented approach that delivers an exclusive combination of 90+ CRI, beautiful light characteristics and lifelong color consistency, all while maintaining high luminous efficacy - a true no compromise solution.

CONSTRUCTION & MATERIALS

- Constructed of durable 22 gauge steel
- Acrylic lens delivers a low-glare, diffused light distribution
- Prepainted white for enhanced smooth finish

OPTICAL SYSTEM

- Unique combination of reflective and refractive optical components achieves a uniform, comfortable appearance while eliminating pixelation and color fringing
- Components work together to optimize distribution, balancing the delivery of high illuminance levels on horizontal surfaces with an ideal amount of light on walls and vertical surfaces. This increases the perception of spaciousness

ELECTRICAL SYSTEM

- **Power Factor:** = 0.9 nominal
- **Input Power:** Stays constant over life
- **Input Voltage:** 120-277 VAC, 60Hz
- **Temperature Rating:** Designed to operate in temperatures -28 °C to 35 °C
- **Total Harmonic Distortion:** < 20%

CONTROLS

- Continuous dimming to 5% with 0-10V DC control protocol*

REGULATORY & VOLUNTARY QUALIFICATIONS

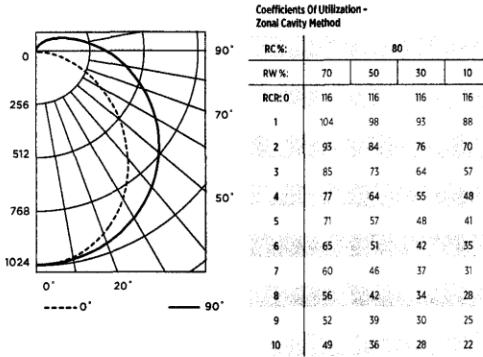
- cULus listed
- DLC qualified
- Suitable for damp locations
- UL924 (EB option)
- Designed for indoor use

* Reference www.cree.com/lighting for recommended dimming controls and wiring diagrams

Photometry

LS4-40L-40K BASED ON CESTL REPORT TEST #: PLO3353-001

Fixture photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. IESNA LM-79-08 specifies the entire luminaire as the source resulting in a fixture efficiency of 100%.



Average Luminance Table (cd/m2)

Vertical Angle	Horizontal Angle			
	0°	45°	90°	
45°	3009	3545	4045	
55°	2588	3434	4129	
65°	2113	3403	4322	
75°	1552	3562	4787	
85°	754	4367	6196	

Zonal Lumen Summary

Zone	Lumens	% Lamp	Luminaire
0-30	795.5	N/A	20.4%
0-40	1308.9	N/A	33.6%
0-60	2375.3	N/A	60.3%
0-90	3446.8	N/A	88.4%
0-180	3897.6	N/A	100%

Reference www.cree.com/lighting for detailed photometric data.

LS4™ Lumen Maintenance¹

Ambient	Initial LMF	25K hr Projected² LMF	50K hr Calculated³ LMF	75K hr Calculated³ LMF	100K hr Calculated³ LMF
5 °C (41 °F)	1.04	0.98	0.93	0.89	0.85
15 °C (59 °F)	1.02	0.96	0.92	0.87	0.83
25 °C (77 °F)	1.00	0.94	0.90	0.86	0.81
35 °C (95 °F)	0.98	0.92	0.88	0.84	0.80

¹ Lumen maintenance values at 25 °C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

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U.S.: www.cree.com/lighting T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada T (800) 473-1234 F (800) 890-7507



LS4™

4' (1219mm) LED Surface Ambient Luminaire

Product Description

The LS4™ LED surface ambient luminaire delivers 90 lumens per watt of Cree TrueWhite® Technology 92 CRI illumination. The 4' (1219mm) luminaire is available with 4000 lumens in 3500K, 4000K and 5000K color temperatures. The LS Series' sleek and compact architectural design with flexible lumen packages, color temperatures and standard 0-10V dimming make it ideal for surface ambient applications in both new construction and upgrade applications. The LS Series' flexible mounting allows for individual mount or continuous row applications for surface mount, suspended mount, pendant mount and cove installations.

Performance Summary

Utilizes Cree TrueWhite® Technology

Delivered Light Output: 4000 lumens

Input Power: 44 watts

Efficacy: 90 LPW

CRI: 92 CRI

CCT: 3500K, 4000K, 5000K

Input Voltage: 120-277 VAC, 60Hz

Lifetime: Designed to last 50,000 hours

Limited Warranty: 10 years

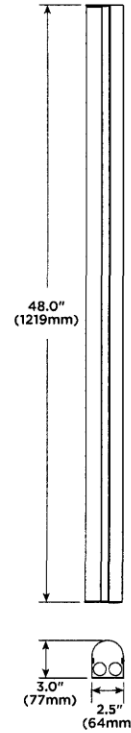
Dimensions: L 48.0" (1219mm) x W 2.5" (64mm) x H 3.0" (77mm)

Weight: 5 lbs. (2.3kg)

Dimming: 0-10V dimming to 5%*

Accessories

Accessories	
Adjustable Cable Support Kits for T-Bar Applications ACS-48-Q14B-TB - Includes 5.0" (127mm) Canopy, 48.0" (1219mm) Adjustable Cable, Q14B Gripper and T-Bar Clip	Adjustable Cable Support Kits w/ Power Feeds ACS-12/3-48-Q14B-JB - Non-dimming applications - Includes 5.0" (127mm) Cable Canopy, 48" (1219mm) #12/3 SJT Cord, Q14B Gripper and J-Box Strap ACS-18/5-48-Q14B-JB - Dimming applications - Includes 5.0" (127mm) Cable Canopy, 48.0" (1219mm) #18/5 SJT Cord, Q14B Gripper and J-Box Strap ACS-18/2-48-Q14B-JB - For use with ACS-12/3-48-Q14B-JB for selective luminaire dimming control in row mounted luminaires - Includes 5.0" (127mm) Cable Canopy, 48.0" (1219mm) #18/2 SVT Cord, Q14B Gripper and J-Box Strap
Continuous Row Through Wiring Kit LS4TWK - Includes (3) #12AWG 54.0" (1372mm) Wires for Line (black), Neutral (white), Ground (green), (2) #18AWG 54.0" (1372mm) Wires for 0-10V dimming (purple, gray) and (10) Wire Nuts	



Ordering Information

Example: LS4-40L-35K-10V

Product	Lumen Output	Color Temperature	Dimming	Voltage	Options
LS4	40L 44W, 4000 lumens - 90 LPW	35K 3500 Kelvin 40K 4000 Kelvin 50K 5000 Kelvin	10V* 0-10V dimming to 5%	Blank 120-277 Volt	EB14 1400 lumen emergency backup

* See www.cree.com/lighting/products/warranty for warranty terms

* Reference www.cree.com/lighting for recommended dimming controls and wiring diagrams



Rev. Date: 04/10/2014



U.S.: www.cree.com/lighting T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada T (800) 473-1234 F (800) 890-7507

SL40™

40" LED Surface Linear

Product Description

The SL40™ LED Surface Linear luminaire delivers 4000 lumens of high-quality, low brightness light which instantly improves the space by lighting the walls and lighting the volume of space with more natural light. The versatile, compact design of the SL Series uses indirect-view LEDs combined with the Cree proprietary MicroMixing™ technology to deliver exceptional illumination performance and cost-effective lighting. Cree's SL Series soft-edged luminaires are constructed of durable, lightweight robust polymer and install in minutes.

Performance Summary

Room-side heat sink

MicroMixing™ Technology

Delivered Light Output: 4000 lumens

Input Power: 55 watts

CRI: >80

CCT: 3500K

Input Voltage: 120 VAC

Lifetime: Designed to last 55,000 hours

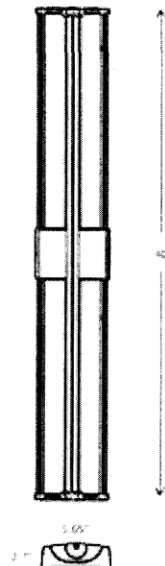
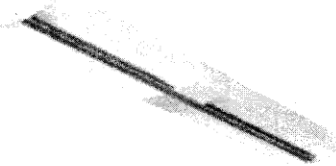
Warranty*: 10 years

Mounting: Surface or suspended

Dimensions: L 40" x W 5.65" x H 2.25"

Weight: 3.4 lbs.

SL40™



Ordering Information

Example: S40-40L-35K

QUICKSHIP™

Click below to select Quick Ship products

For full list of Cree Quick Ship products visit www.cree.com/lighting/quickship

Product	Lumen Output	Color Temperature	Voltage	Options
SL40™	40L 55W 4000 lumens - 73 LPW	35K 3500 Kelvin	Blank 120 Volt	SV Silver Endcaps

* See www.cree.com/lighting/products/warranty for warranty terms.



Rev. Date: 01/23/2014



www.cree.com/lighting

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SL40™

Product Specifications

ROOM-SIDE HEAT SINK

An innovative thermal management system designed to maximize cooling effectiveness by utilizing a unique room-side heat sink. This breakthrough design creates a pleasing architectural aesthetic while conducting heat away from LEDs in a temperature-controlled environment. This enables the LEDs to consistently run cooler, providing significant boosts to lifetime, efficacy and color consistency.

CONSTRUCTION & MATERIALS

- High strength, lightweight polymer forms the reflector and driver housing.
- Innovative mounting clips allow the luminaire to easily mount to a junction box.

OPTICAL SYSTEM

- High-efficiency reflector with MicroMixing™ Optics which integrates the intense direct LED light and distributes optimally mixed indirect white light resulting in a comfortable appearance while maintaining high-efficiency optics.
- Indirect LED strip eliminates direct view of highly efficient, lighting quality LEDs.
- Full Definition Color (80 CRI).

ELECTRICAL SYSTEM

- Integral, high-efficiency driver and power supply.
- **Power Factor** = 0.9 nominal.
- **Input Power:** Stays constant over life.
- **Input Voltage:** 120V, 60Hz.
- **Temperature Rating:** Designed to operate in temperatures -20°C to 25°C and below room side and plenum side.
- **Total Harmonic Distortion:** < 20%.

CONTROLS

- Non-dimming.

REGULATORY & VOLUNTARY QUALIFICATIONS

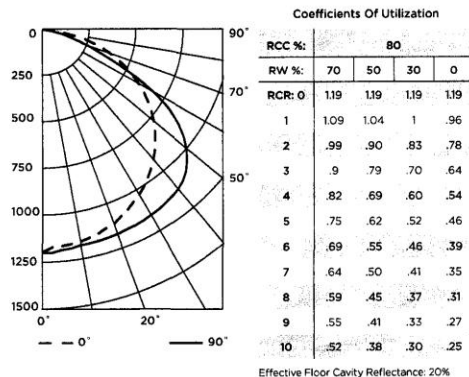
- cULus listed.
- Suitable for damp locations.

Photometry

SL40™

SL40-40L-35K / Based on DTC Report Test #: 13160-G

Fixture photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. IESNA LM-79-08 specifies the entire luminaire as the source resulting in a fixture efficiency of 100%.



Zonal Lumen Summary

Zone	Lumens	Luminaire
0-30	952	24.4%
0-40	1,610	41.3%
0-60	3,076	78.9%
0-90	3,896	99.9%
0-180	3,898	100%

Reference www.cree.com/lighting for detailed photometric data.

Average Luminance Table (cd/m2)

Vertical Angle	Horizontal Angle		
	0°	45°	90°
0°	10,969	10,969	10,969
45°	11,014	12,694	13,992
55°	10,990	13,684	14,155
65°	10,794	12,981	9,812
75°	10,177	7,210	5,430
85°	6,046	2,933	3,050

CS18™

8' LED Linear Luminaire

Product Description

The CS18™ LED linear luminaire delivers up to 8200 lumens of exceptional 90 CRI light. This breakthrough performance is achieved by combining the high efficacy and high-quality light of Cree TrueWhite® Technology and Cree MicroMixing™ Optics with a unique thermal management approach. The CS18 is available in neutral or cool color temperatures and has 0-10V dimming as standard option. Its compact, lightweight design makes it easy to install, making the CS18 perfect for use in grocery retail, showrooms and light industrial applications in new or upgrade construction.

Performance Summary

Utilizes Cree TrueWhite® Technology

Active Color Management

Room-Side Heat Sink

Made in America

Delivered Light Output: 4400-8200 lumens

Input Power: 44-75 watts

CRI: 90

CCT: 3500K, 4000K

Input Voltage: 120-277 VAC

Warranty: 10 years†

High Efficacy Lifetime: Designed to last 75,000 hours minimum

Base Lifetime: Designed to last 50,000 hours minimum

Dimming: 0-10V Dimming to 5%*

Mounting: Suspended or Surface with Tong Hangers (Standard)

CS18 Dimensions: L 96" x W 10" x H 5.8"

Weight: max 13lbs.

Accessories

Reference CS Series Accessories document for more details.

Accessories	
TM Plastic Tong Hanger (Pair) - Standard (Blank)	AC5-18/5-48-Q14B-JB Adjustable Cable Cord Canopy Kits
TMM Metal Tong Hanger (Pair) - Recommended for surface mount	AC5-12/3-48-Q14B-JB Adjustable Cable Cord Canopy Kits
CSESK Electrical Starter Kit. Optional input power/0-10V dimming quick-connect lever termination wiring nuts for first fixture in row.	AC5-18/2-48-Q14B-JB Adjustable Cable Cord Canopy Kits
AC5-48-Q14B-TB Adjustable Cable Canopy Kits	PC5-18/5-24-JB Cord Cable Kits
AC2-48-Q14B-TB Adjustable Cable Canopy Kits	PC5-12/3-24-JB Cord Cable Kits
	PC5-18/2-24-JB Cord Cable Kits
	AC-144-Q14B-LP Adjustable Loop Cable Kits

Ordering Information

Example: CS18-80L HE-35K-10V

Product	Lumen Output	Color Temperature	Voltage	Control
CS18	82L HE 72W 8200 lumens	35K 3500 Kelvin	Blank 120-277 Volt	10V 0-10V Dimming to 5%
	80L HE 73W 8000 lumens	40K 4000 Kelvin		
	75L 75W 7500 lumens			
	44L 44W 4400 lumens			

*Reference www.cree.com/lighting for recommended dimming control options.

† See www.cree.com/lighting for warranty terms.



Rev. Date 11/16/2012

www.cree.com/lighting

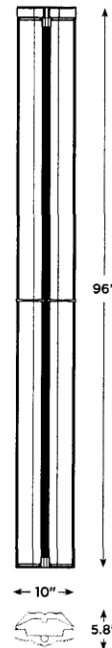
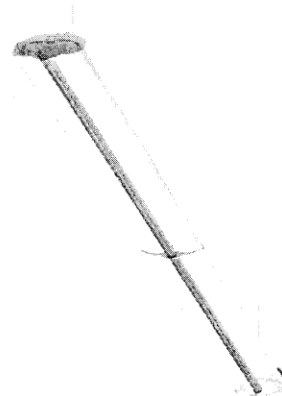
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www.cree.com/canada

T (800) 473-1234 F (800) 890-7507



CS18



Product Specifications

CREE TRUEWHITE® TECHNOLOGY

A revolutionary way to generate high-quality white light, Cree TrueWhite® Technology mixes the light from the highest performing red and unsaturated yellow LEDs. This patented approach delivers an exclusive combination of 90 CRI, beautiful light characteristics, and lifelong color consistency, all while maintaining high luminous efficacy—a true no compromise solution.

THERMAL MANAGEMENT

An innovative thermal management system designed to maximize cooling effectiveness by allowing free air movement around the heat sink and through the fixture. This breakthrough design and operating drive current of less than 350mA enables the LEDs to consistently run cooler, providing significant boosts to lifetime, efficacy, and color consistency.

LUMEN MAINTENANCE FACTORS

- Designed to a minimum of L85 at 75,000 hours with HE option and L88 at 50,000 hours with base option.
- Reference www.cree.com/lighting for detailed lumen maintenance factors.

CONSTRUCTION & MATERIALS

- High strength, lightweight polymer forms the reflector and driver housing.
- Multi-functional heat sink and light bar doubles as the wireway for through wiring harness.
- Two plastic tong hangers provided for surface or suspended installations. One tong hanger per unit plus one per row is required.
- Hangers are adjustable along fixture to accommodate existing mounting points for upgrade projects. Hanger support required within 18 inches of end of fixture.
- Individual fixtures may be connected end to end for continuous row mounting. Easy removal of individual fixtures mounted in continuous row.
- Not intended for use in environments containing airborne corrosive agents such as chemical solvents, cleaners, or cutting fluids.

OPTICAL SYSTEM

- High-efficiency reflector with MicroMixing™ Optics which integrates the intense direct LED light and distributes optimally mixed indirect white light resulting in a comfortable appearance while maintaining high-efficiency optics.
- Indirect LED strip eliminates direct view of highly efficient, lighting quality LEDs.

ELECTRICAL SYSTEM

- Room-side wiring access chamber with hinged door for easy electrical access.
- Integral through wiring harness (3#12 AWG power and 2#18 0-10V) with quick-connect plug connectors for easy and efficient continuous row installations while minimizing branch circuit wiring.
- Integral, high-efficiency driver and power supply.
- Power Factor = 0.9 nominal
- Input Power: Stays constant over life.
- Input Voltage: 120V-277V, 50/60Hz
- Dimming: Dimmable to 5% with 0 to 10V DC control protocol. Class 1 or Class 2 wiring. Use only lighting controls with relay or FET-based outputs, or lighting controls with neutral connection. Reference www.cree.com/lighting for recommended dimming controls.
- Temperature Rating: Designed to operate in temperatures 0 C to 35 C
- Total Harmonic Distortion: < 20%
- Operating Humidity: < 80% non-condensing

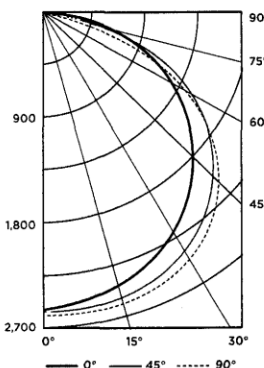
REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for damp locations.

Photometry

CS18

CS18-80L HE-40K-10V / Based on DTC Report Test #: 11135-G



Coefficients Of Utilization

RCC %	80			
	RW %	70	50	30
RCR: 0	119	119	119	119
1	108	103	99	95
2	98	90	83	77
3	89	79	70	63
4	82	69	60	53
5	75	62	52	46
6	69	55	46	40
7	64	50	41	35
8	59	45	37	31
9	55	42	33	28
10	52	38	30	25

Effective Floor Cavity Reflectance: 20%

Average Luminance Table (cd/m2)

Vertical Angle	Horizontal Angle		
	0°	45°	90°
45°	4346	5003	5127
55°	4377	5080	5013
65°	4329	4754	4159
75°	4121	3021	2870
85°	2753	2986	3259

Zonal Lumen Summary

Zone	Lumens	Luminaire
0-30	2,059	24.8%
0-40	3,456	41.7%
0-60	6,429	77.6%
0-90	8,233	99.3%
0-180	8,288	100%

Reference www.cree.com/lighting for detailed photometric data.





FEATURES & SPECIFICATIONS

INTENDED USE

Provides maintenance-free general illumination for outdoor use in residential and commercial applications such as retail, education, multi-unit housing and storage. Ideal for lighting building facades, parking areas, walkways, garages, loading areas and any other outdoor space requiring reliable safety and security.

CONSTRUCTION

Sturdy weather-resistant aluminum housing with a bronze finish.

High performance LEDs are powered by an MVOLT driver that provides 2,300/3,100 delivered lumens at 5000K. 50,000 hour average LED life means no lamp replacement. Fixture is maintenance-free.

Rated for outdoor installations -40°C minimum ambient.

Adjustable Dusk-to-Dawn, photocell standard automatically turns light on at dusk and off at dawn for convenience and energy savings.

Photocell can be disabled by rotating the photocell cover.

OPTICS

Precision-molded acrylic lenses provide optimal luminaire spacing with Type 3 distribution.

Nighttime Friendly™ full cutoff above 90° angle, standard.

INSTALLATION

Wall or arm mount (mounting arm sold separately).

All mounting hardware included.

LISTINGS

UL Certified to US safety standards. C-UL Certified to Canadian safety standards. Wet location listed.

Tested in accordance with IESNA LM-79 and LM-80 standards. DLC qualified product.

WARRANTY

Five-year limited warranty.

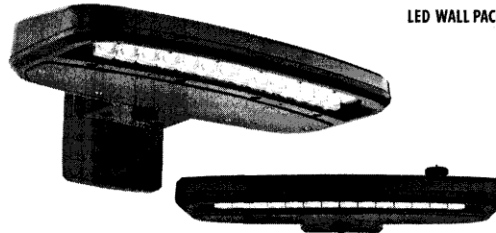
Full warranty terms located at www.AcuityBrands.com/CustomerResources/Terms_and_Conditions.aspx.

NOTE: Specifications are subject to change without notice.

Catalog Number
Notes
Type

Outdoor General Purpose

OLW
LED WALL PACK



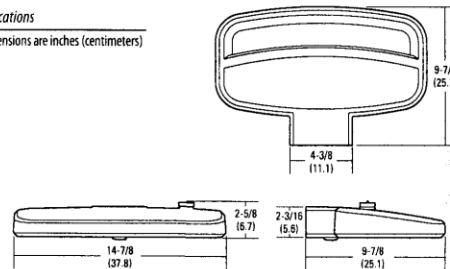
DESIGNLIGHTS
CONSORTIUM



LED lighting
facts

Specifications

All dimensions are inches (centimeters)



ORDERING INFORMATION

For shortest lead times, configure products using **bolded options**.

Example: OLW 23

OLW					
OLW	LED Wall Light	23	2300 delivered lumens / 5000K ¹	(blank) MVOLT (120V-277V)	(blank) Photocell included
		31	3100 delivered lumens / 5000K ¹		(blank) DDB Dark Bronze

OMA M6	14" Aluminum Mounting Arm
--------	---------------------------

Notes

1 Correlated Color Temperature (CCT) shown is nominal per ANSI C78.377-2008.

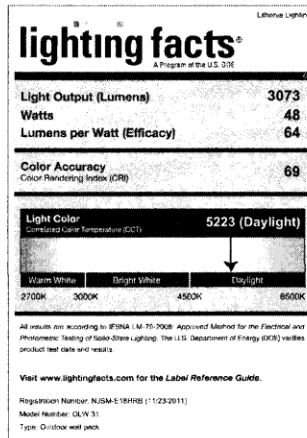
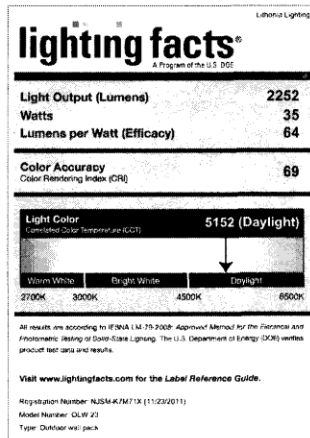
DECORATIVE INDOOR & OUTDOOR

OLW

OLW LED Wall Light


PHOTOMETRICS

Full photometric data report available within 2 weeks from request. Consult factory.
Tested in accordance with IESNA LM-79 and LM-80 standards.



OLW

DECORATIVE INDOOR & OUTDOOR: One Lithonia Way, Conyers, GA 30012 Phone: 800.748.5070 Fax: 770.860.3903 www.lithonia.com © 2011-2012 Acuity Brands Lighting, Inc. All rights reserved. Rev. 11/28/12

LNC2 SERIES	Cat.#		 HUBBELL Outdoor Lighting
	Job		
	Type		
Approvals			

SPECIFICATIONS

Intended Use:

The compact LED LNC2 is designed for perimeter illumination for safety, security and identity. This compact fixture has no uplight and is neighbor friendly with typical mounting height of 12-15ft. Units are supplied with an acrylic diffuser accessory that can be used for lower LED brightness near building entrances or other pedestrian areas. Units have protective polyester finish for long lasting appearance.

Construction:

Decorative die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to provide optimum performance and long life. Powder paint finish provides durability in outdoor environments.

Optics/Electrical:

Class 2 electronic drivers (single in 12L units and dual in 18L units) feature 120-277V, 50/60 Hz input for universal usage with >90% power factor and <20% Total Harmonic Distortion (THD), 0-10V dimming 120-277V only.

LED(s) CCT:

3000K CCT nominal – 80 CRI, 4200K CCT nominal – 70 CRI, 5100K CCT nominal – 67 CRI

29 input watts, 12 LEDs deliver 2420 lumens with 85 LPW efficiency at 5100K CCT

45 input watts 18 LEDs deliver 3311 lumens at 78 LPW efficiency at 5100K CCT

Minimum operating temperature is -40°C/-40°F

Optical:

Cut-off Type III and IV distributions with individual PMMA acrylic lenses for wide lateral throw, maximum control and efficiency. Acrylic diffuser included where reduced LED brightness is desired.

Lumen Maintenance:

L96 at 60,000hrs (Projected per IESNA TM-21-11), see table on page 2 for all values.

Installation:

Quick-mount adapter provides easy installation to wall or to recessed junction boxes (4" square junction box). Gasket seal and secured by two Allen-head hidden fasteners for tamper resistance. Designed for direct j-box mount or conduit feed in single SKU.

Listings:

- DLC Qualified, Consult DLC website for more details: <http://www.designlights.org/QPL>
- Listed to UL 1598 for use in wet locations, 40° C ambient environments

Options:

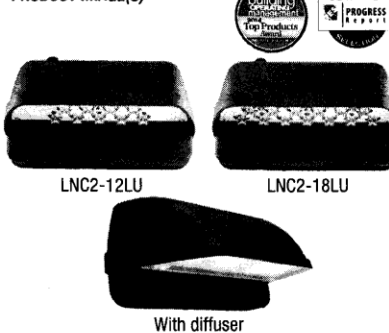
Button photocontrol for dusk to dawn energy savings

Warranty:

Five year limited warranty (for more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>)

- IES Progress Award Winner - 2013
- Building Operating Management 2014 Top Products Award - LNC2-18LU

PRODUCT IMAGE(S)



DIMENSIONS

A	B	C	D	Weight
6.25"	1.6"	10.25"	5.6"	7.0 lbs.
158.7 mm	40.2 mm	260.4 mm	142.2 mm	3.2 kg

SHIPPING INFORMATION

Catalog Number	G.W(kg)/CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC2-12LU	14.3 (6.5)	14.5 (37)	11.4 (29)	8.4 (21.5)	2
LNC2-18LU	14.8 (6.7)	14.9 (38)	11.4 (29)	8.4 (21.5)	2

CERTIFICATIONS/LISTINGS



ORDERING INFORMATION

ORDERING EXAMPLE: LNC2-12LU-5K-3-1

SERIES	NUMBER OF LEDS/SOURCE/VOLTAGE	CCT	IES DISTRIBUTION	FINISH	OPTIONS
LNC2 Laredo LNC2	12LU 12 LEDs, 29w input, Universal voltage 120-277V 18LU 18 LEDs, 45w input, Universal voltage 120-277V	3K 3000K nominal 80 CRI 4K 4200K nominal 70 CRI 5K 5100K nominal 67 CRI AM ¹ Amber (590 nm available for "Turtle Friendly"/observatory applications, 350 mA (consult factory))	3 Type III 4 Type IV	1 Bronze 2 Black 4 White 5 Platinum	PC(X) Button photo-control, replace X with voltage, specify 1-120V, 2-208V, 3-240V, 4-277V

¹ Amber LEDs only available on 18LU configurations, 350 mA only. Universal Voltage 120V-277V

REPLACEMENT PART

CATALOG NUMBER	DESCRIPTION
93044013	Frosted comfort shield, improved uniformity with only 5% reduction



Hubbell Outdoor Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 864-678-1000

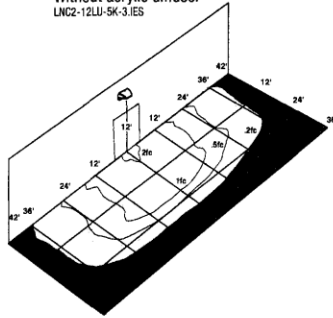
Due to our continued efforts to improve our products, product specifications are subject to change without notice.

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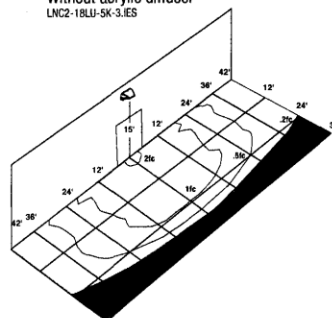
LAREDLNC2-SPEC 6/14

PHOTOMETRICS

Without acrylic diffuser
LNC2-12LU-5K-3.IES



Without acrylic diffuser
LNC2-18LU-5K-3.IES



PERFORMANCE DATA

# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	5K (5100K nominal, 67 CRI)					4K (4200K nominal, 70 CRI)					3K (3000K nominal, 70 CRI)				
				LUMENS	LPW ¹	B	U	G	LUMENS	LPW ¹	B	U	G	LUMENS	LPW ¹	B	U	G
12	STD. (700mA)	28.6w	3	2420	85	1	0	1	2246	79	0	0	1	1824	64	0	0	1
			4	2485	87	0	0	1	2291	80	0	0	1	1776	62	0	0	1
18	STD. (700mA)	44.5w	3	3311	74	1	0	1	3069	69	1	0	1	2522	57	1	0	1
			4	3602	81	1	0	1	3225	72	1	0	1	2518	57	0	0	1

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	OPERATING HOURS					
	0	25,000	50,000	TM-21-11 ¹ L96 60,000	100,000	L70 (hours)
25°C / 77°F	1.00	0.98	0.97	0.96	0.95	>791,000
40°C / 104°F	0.99	0.98	0.96	0.96	0.94	>635,000

¹ Projected per IESNA TM-21-11¹ (Nichia 219B, 700mA, 85°C Ts, 10,000hrs)
Data references the extrapolated performance projections for the LNC-12LU-5K base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE	LUMEN MULTIPLIER
0° C	1.02
10° C	1.01
20° C	1.00
25° C	1.00
30° C	1.00
40° C	0.99

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

ELECTRICAL DATA

# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
12	STD. (700mA)	120	0.25	28.6
		277	0.11	28.6
18	STD. (700mA)	120	0.37	44.5
		277	0.18	44.5

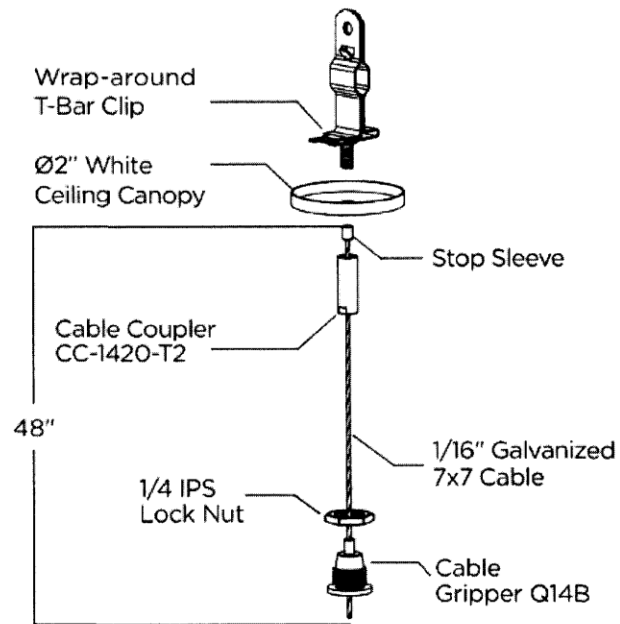


HUBBELL
Outdoor Lighting

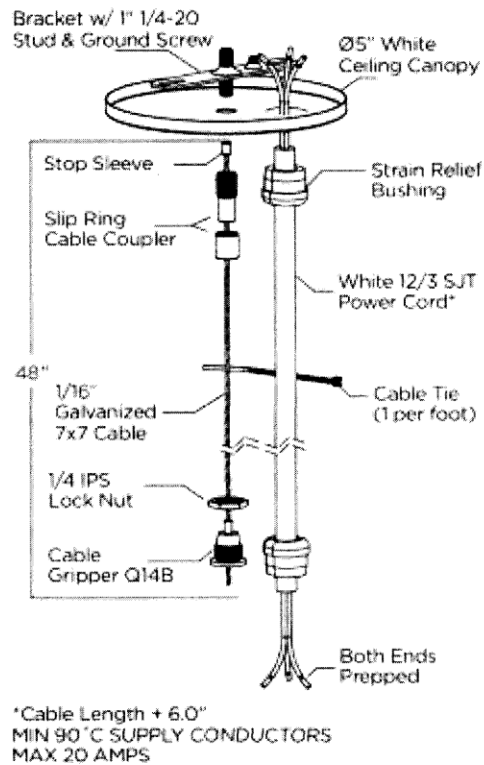
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Due to our continued efforts to improve our products, product specifications are subject to change without notice.
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LAREDO/LNC2-SPEC 6/14

CREE AC5-48-Q14B-TB 5" CABLE CANOPY



CREE AC5-12/3-72-Q14B-JB 5" Cable Canopy #12/3 72" SJT Cord Q14B Gripper J-Box Strap



General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. BID PACKAGE

- a. The bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by Commissioners’ Court. Any individual signing on behalf of the bid expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.
- b. **Bid must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.**
- c. Any bid sent via express mail or overnight delivery must have the Bid number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids. The signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. BIDDER’S RESPONSIBILITY

The Bidder must affirmatively demonstrate its responsibility. The bid must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be not responsible. The County further reserves the right to reject any bid due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder must specify in its bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other bidders.

8. PRICING

Bids for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Bid subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid.

Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

11. SIGNATURE OF BIDS

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheet will disqualify the bidder from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and

contract under the terms and conditions of this Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Bids will be made to the responsible proposer whose bid is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids in whole or in part received by reason of this bid and may discontinue its efforts under this Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid, waive minor technicalities, or to award by item or by total bid. Price should be itemized.

A Bidder whose bid does not meet the mandatory requirements set forth in this Bid will be considered noncompliant.

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Bid and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Bid.

13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bid(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This Bid does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this bid, or to procure or contract for services or supplies.

18. SINGLE BID RESPONSE

If only one bid is received in response to the Request for Bids, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

19. REJECTION/DISQUALIFICATION OF BIDS

El Paso County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the Contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

20. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be the Bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

21. BID IDEAS AND CONCEPTS

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid.

22. BID/PROPOSAL DISCLOSURES

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Proposal for Services: The names of those who submitted bids will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other bid information will be released. Proposers are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

23. WITHDRAWAL OF BID

Bidder may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

24. INDEMNIFICATION

A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County

reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

25. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
\$5,000 – Premises Medical Expense
\$500,000 – Fire Legal Damage Liability
County named as “Additional Insured”
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
County named as “Additional Insured”
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

26. Conflict of Interest Disclosure Reporting

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this bid. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For Bidder's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

27. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any

manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Bid.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

28. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

29. MERGERS, ACQUISITIONS

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contract resulting from this Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's Federal Identification Number (FEIN); and
3. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The new Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

31. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURACY OF DATA

Information and data provided through this Bid are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Bid.

35. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and 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) transaction or contract under a public transaction 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* All three (3) pages of this document must be included in all responses.

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

3. ☐

No. The bidder is not requesting the Health Insurance Benefits Preference.

Checking Box #3 will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



COUNTY OF EL PASO
County Purchasing Department
800 East Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #14-043, LED Light Fixtures for the County of El Paso

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers:	County Judge Veronica Escobar Commissioner Carlos Leon Commissioner Sergio Lewis Commissioner Vicente Perez Commissioner – Patrick Abeln
County Employees:	Kennie Downing, Purchasing Agent Jose Lopez, Jr., Assistant Purchasing Agent Pete Gutierrez, Buyer II Lucy Balderama, Inventory Bid Technician Araceli Hernandez, Inventory Bid Technician Elvia Contreras, Formal Bid Buyer Edward Dion, County Auditor Wallace Hardgrove, Budget & Financial Manager Josie Brostrom, Assistant County Attorney Rebecca Quinn, Assistant County Attorney Michael Martinez, Contract Admin. Manager Claudia Duran, Assist. Contract Admin. Manager Monique Aguilar, Facilities Manager Able Rodriguez, Senior Mechanic/Electrician

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Bid # 14-043

1 Name of person who has a business relationship with local governmental entity.

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

**COUNTY OF EL PASO GUIDELINES AND CRITERIA
FOR
CONSIDERATION OF LOCATION
OF BIDDER'S PRINCIPAL PLACE OF BUSINESS
(LOCAL BUSINESS PREFERENCE POLICY)**

I. AUTHORIZATION

Section 271.905 of the Texas Local Government Code authorizes the County of El Paso to give consideration to the location of a bidder's principal place of business in awarding the bid ("Local Business Preference"). In order to do so, the County Commissioners Court must determine, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of residents of the County and increased tax revenues to the County.

II. GENERAL PURPOSE AND INTENT

A. The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the County of El Paso may consider the location of a bidder's principal place of business in awarding the bid.

B. All applications for consideration will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the El Paso County Commissioners Court.

C. The County of El Paso reserves the right to reject all bids; award a contract to the lowest bidder; or to award the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

III. FACTORS THAT THE COUNTY MAY CONSIDER IN AWARDING A CONTRACT UNDER THE LOCAL PREFERENCE POLICY

A. The bids must be for any real property or personal property that is not affixed to real property.

B. The location of the bidder's principal place of business must be in the County, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

C. The bidder's bid price must be within 3% of the lowest and best qualified bid.

D. The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the Commissioners Court as to how the award of the bid will lead to additional economic development opportunities for the County created by the contract award, including (1) The employment of County residents, and (2) Increased tax

revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

- (i) bid amount as percentage of reported local annual sales/revenue;
- (ii) economic impact- number of employees added within past 12 months
- (iii) new job by salary category
- (iv) local annual property taxes paid

E. The bidder must not be tax-delinquent as to federal, state, or local taxes.

F. The bidder may not subcontract the award, or any part of the award.

G. The bidder must not be indebted to the County. "Debt" includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the County. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0276).

H. In determining who is a responsible bidder, the commissioners court may take into consideration the safety record of the bidder, of the firm, corporation, partnership or institution represented by the bidder. (This provision will take effect immediately upon the action by Commissioners Court required under Texas Local Government Code section 262.0275).

I. All bidders, including owners, principals or officers if the bidder is a corporation or other legal entity, seeking Local Business Preference will be required to submit an affidavit of any and all political contributions to members of Commissioners Court for the previous 12 months.

J. A business in which a member of Commissioners Court has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the Local Business Preference Policy.

IV. APPLICATION

A. **Case By Case Basis.** If the Purchasing Agent and Procurement Review Panel determines that a proposed bid is appropriate for Local Business Preference, it will include in the bid the information required from the bidder. Only bids for real property or personal property that is not affixed to real property are eligible for the Local Business Preference.

B. **Written Application:** A bidder may request consideration for Local Business Preference by submitting the required information as part of the bid. There is no charge to submit the application.

C. **Contents of Application:** The application shall consist of a completed application form. The application must include objective, verifiable information from the bidder as to how the local bidder offers the County the best combination of contract price and additional economic development opportunities for the County created by the contract award, including the employment of County residents and increased tax revenues to the County. The application form may require such financial and other information, as the County deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

V. ADMINISTRATION

A. Annual Assessment: Each September, the Purchasing Agent shall separately account for all bids awarded pursuant to the Local Preference Policy and the County Auditor shall annually determine the total value of contracts awarded pursuant to the Local Preference Policy.

B. Annual Reports: Each September, a company receiving a contract award pursuant to the Local Business Preference shall report to the County its annual revenues, annualized employment levels distributed by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern.

C. "Buy Local" Provision: Each recipient of Local Business Preference shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. The Annual Report by the company shall include a summary of the action taken by the company pursuant to the "Buy Local" Provision.

VI. CONFIDENTIALITY

Information that is provided to the County in connection with an application or request for Local Business Preference under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Adopted this 17th day of December, 2012 by the El Paso County Commissioners Court.

ATTEST

COUNTY OF EL PASO



County Clerk, Delia Briones



County Judge Veronica Escobar

**COUNTY OF EL PASO
LOCAL BUSINESS PREFERENCE POLICY
APPLICATION for
BID NO. 14-043**

For additional information, see the Local Business Preference Policy (attached).

A. Qualification as a Local Business.

Where is your principal place of business?

Are you tax delinquent as to federal, state, or local taxes? _____

Are you registered to do business with the Texas Secretary of State? _____

_____**Attach a copy of your current Franchise Tax Certificate on file with the Texas Secretary of State.**

_____**Attach a copy of your current Certificate of Account Status on file with the Texas Secretary of State.**

If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your type of business entity.

B. Economic Development Opportunities.

How will the bid award lead to additional economic development opportunities for the County? *This information includes, but is not limited to, (1) The employment of County residents, and (2) Increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:*

- (i) bid amount as percentage of reported local annual sales/revenue, or total commodity sales;*
- (ii) economic impact- number of employees added within past 12 months*
- (iii) new jobs by salary category*
- (iv) local annual property taxes paid*

(You may attach your answer on a separate page, if you prefer).

C. No Subcontracting of Award.

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties. **Agreed** ____ **Yes** ____ **No**

D. Affidavit of Contributions to members of Commissioners Court.

Any and all political contributions by the bidder to members of Commissioners Court for the previous 12 months by the bidder, must be disclosed. This includes owners, principals or officers

if the bidder is a corporation or other legal entity, must be disclosed. **Complete and sign the attached affidavit.**

E. Annual Report. If you are awarded the bid, you must provide the County, every September, a report of your revenues for the most recent year end, annual employment levels by wage brackets, the addition or deletion of capital assets in excess of \$1,000,000.00, and any other pertinent information that would affect the ability of your business to maintain its status as a going concern.

F. Agreement to “Buy Local.”

If you are awarded the bid, you agree to give preference and priority to County manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. Your Annual Report (see Section E) must include a summary of the action taken by the company pursuant to the “Buy Local” Provision.

G. Confidentiality.

Information that is provided to the County in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

Name Of Business _____

Name Of Authorized Representative _____

Title Of Authorized Representative _____

Signature Of Authorized Representative _____

Date _____

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

AFFIDAVIT

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, first upon oath being duly sworn, deposed and stated:
I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge.

1. My name is _____. My title and principal place of business is_____.

2. For the period from January 1, 2012 to the present, I, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient's Name and Title):
_____.

[add any additional information you think necessary or appropriate]

Affiant

The foregoing Affidavit was acknowledged before me on the ____ day of _____, 2013 by _____, (Name), _____(Title), both in his/her individual capacity and on behalf of _____(Company).

Notary Public, State of _____

COUNTY OF EL PASO, TEXAS
Solicitation Check List
LED Light Fixtures for the
County of El Paso
Bid #14-043

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, September 2, 2014. Did you visit our website (www.epcounty.com) for any addendums?
- _____ Did you sign the Bid?
- _____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
- _____ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?
- _____ Did you sign and complete the required "Ethics Training Affidavit Form"?
- _____ Did you provide one original hard copy one hard copy and six (6) CD copies in Word/PDF Format of your response? CD copies must reflect the original hard copy.