



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, INVITATION TO BID NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

By signing this bid, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

*This document must be completed & returned with bid submission.

TABLE OF CONTENTS

I.	INTRODUCTION	2
II.	SPECIFICATIONS	2
A.	ENCLOSURE SPECIFICATIONS	2
B.	BBS PANEL MINIMUM FEATURES.....	2
C.	BBS UNIT MINIMUM SPECIFICATIONS	3
D.	BBS UNIT MINIMUM FEATURES	3
E.	BBS COMMUNICATION MODULE.....	4
F.	BATTERIES	4
G.	ENCLOSURE TEMPERATURE COMPENSATION.....	5
H.	POWER SYSTEM ANALYZER & CONFLICT RESOLUTION MODULE	5
I.	TRIPLE BYPASS SYSTEM FOR OFFLINE BBS	5
J.	BATTERY CHARGER	5
K.	ADVANCED BATTERY MANAGEMENT.....	5
L.	HOT-SWAPPABLE BATTERY REPLACEMENT.....	6
M.	WARRANTY	6
III.	DELIVERY OF UNITS	6
IV.	LIQUIDATED DAMAGES	6
V.	CONTRACT PERIOD	7
VI.	PRICE ADJUSTMENTS	7
VII.	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA	7
VIII.	INSTRUCTIONS TO BIDDERS	14
IX.	QUESTIONS	15
X.	AWARD OF CONTRACT	15
<u>ATTACHMENTS</u>		
A.	BID FORM*	16
B.	EXCEPTIONS TO SPECIFICATIONS FORM*	17
C.	STATE CORPORATION COMMISSION (SCC) FORM*	18
D.	STANDARD CONTRACT ITB SAMPLE	19

**Denotes documents that must be completed & returned with bid submission.*

I. INTRODUCTION

The City of Harrisonburg Central Stores is seeking qualified bidders to provide a sealed bid for the purchase of Tesco brand Traffic Signal Backup Systems, as described here within.

II. SPECIFICATIONS

Bidders shall submit a bid on the attached Bid Form (Attachment A) for the initial purchase of six (6) Tesco brand 2000VA Traffic Signal Battery Backup Systems with the following specifications. Product quoted **MUST** be Tesco brand, in order to operate functionally with current system requirements.

A. Enclosure Specifications

Aluminum anodized paint weatherproof enclosure shall house BBS and batteries. Enclosure shall be TIG welded construction with welding materials specifically designed for the material to be welded. Enclosure shall have fully framed side hinged outer doors with swaged close tolerance sides for flush fit with drip lip and closed cell neoprene flange compressed gaskets. Front door shall incorporate a full-length piano hinge, pad-lockable draw latch (center area on door-latch side), and a pad lockable welded-in place vandal-proof tab, rated at 2000 lbs. There shall be no exposed nut, bolts, screws, rivets or other fasteners on the exterior of the enclosure. Maximum cabinet dimensions 46" H x 20" W x 10.25" D. Weight 300 lbs with batteries. BBS shall be mounted in an interior tilt out housing with 800 lb rated stops. Battery connectors shall be Anderson Connectors with silver plated contacts. Batteries shall be installed in fixed position framed shelves for seismic safety and be readily accessible for maintenance. Batteries shall be mounted allowing airflow front and back. Enclosure can include two transfer bypass switches, one for BBS bypass the second for auxiliary generator (optional). All switches must be panel mounted on interior dead front panel board. UV resistant plastic laminated nameplates shall identify all controls and major components. A plastic covered wiring diagram will be attached to the inside of the front door. All components shall be factory wired and conform to required NEMA, NEC, and UL standards. A chassis ground point shall be provided. Panel shall be UL 508 Industrial Control Panel rated. Panel shall be the City-approved model number 22-000.

B. BBS Panel Minimum Features

- System shall provide 700 watts of full control run time for two (2) hours. In addition the system shall provide six (6) to eight (8) hours of flash.
- BBS bypass and BBS isolation switch.
- Deadfront safety panel board with all switches and plugs pre-wired with phenolic nameplates.
- All nameplates shall be phenolic engraved type.
- All wire terminating lugs shall be full wrap around type.

- All batteries shall be captive spaced from external captive sides in earthquake proof shelving.
- Cabinet ventilation shall be by (qty. 2) 4" x 1/4" louvers top and bottom with encapsulated bug screens, cleanable filters and a 100cfm fan to completely exchange air 25 time minimum per minute.
- All DC terminals and connections shall incorporate safety covers such that the safety covers are in place for every normal maintenance mode.
- Event Counters & Total Run Time Counter.

C. BBS Unit Minimum Specifications

BBS unit shall provide a true sine-wave output with minimum 2000 Volt-Amp continuous capacity. BBS must provide for utility service isolation when in operation. The minimum rating for wattage output will be 1200 watts. The BBS shall be capable of running an intersection with LED lights (for Run Time consult manufacturer). The unit shall operate off-line, with transfer time of 2-4 ms or less, with battery condition indicator, with automatic test provisions, and with hot-swappable batteries (all batteries in system). BBS will automatically recharge batteries from full discharge to 90% capacity within 8 hours. BBS will provide on-line operation for a minimum input of 90 to 150 VAC, provide full load output of 120VAC – 10% / +4% at 60 Hz +/- 0.05% over a temperature range of -37° C (-34.6° F) (optional adder) to +74° C (165.2° F) and conform to and be based on a UL Approved Design.

For safety and maintenance the inverter shall not exceed 40 pounds. The BBS unit will be delivered with maintenance manuals.

D. BBS Unit Minimum Features

- 2KVA 1200 Watts, with quick make/break connectors and plugs. (Systems requiring hard wiring termination to/from the inverter are unacceptable).
- Surge energy - Per IEEE 62.41 (formerly IEEE 587)
- Common mode clamping 0 ns < 5ns typical UL 1449
- Conditioned power – Computer quality
- Transient lighting protection – Per IEEE 62.41 (formerly IEEE 587)
- Transfer to battery time – 2-4 ms
- Retransfer to utility – 2-4 ms
- Each battery shall be 24 volts @ 18 AH with heavy duty Anderson plugs connections to the BBS for greater system reliability and ease of maintenance. Series wiring is unacceptable.
- Fan cooling shall be fused for locked rotor current.
- Cooling air shall be ducted to cool the front and back of each battery with air space on all four sides and top of battery.
- Inverter covers shall be 60% open on both sides to diminish the environmental effects of extreme temperatures.

- Includes USB & RS232, DB9 Computer Interface Ports.
- Low voltage safety design at 24V DC. (Higher voltage DC systems are unacceptable).

E. BBS Communications Module

All inverter connections shall be made without the use of tools. This includes: A/C-Input, A/C-Output, Normally-Open, and Normally-Closed programmable contacts.

Smart Slot Relay I/O Module;

- Input #1 Turn the BBS on.
- Input #2 Turn the BBS off.
- Input #3 Start the BBS self-test.
- Input #4 Shut down the BBS (when on battery).
- Output #1 The BBS is on-battery (during a power failure, self-test or run time calibration).
- Output #2 BBS has a low battery – Programmable.
- Output #3 The protected load is not receiving power from the BBS.
- Output #4 Replace the BBS batteries.
- Output #5 The BBS is overloaded.
- Output #6 Any BBS fault or self-test failure.

F. Batteries

Batteries shall be maintenance-free, type AGM/VRLA (Absorbed Glass Mat / Valve Regulated Lead Acid). Batteries shall be independently pre-wired and individually fused. Batteries shall be furnished with heavy-duty 50 amp rated silver-plated Anderson Connectors. 100 Amp internal fuse by Battery supplier. Batteries shall be lightweight for personnel safety and protection plus ease of installation and maintenance. Batteries with a weight of over 26 lbs are not acceptable.

Vendor shall provide price for unit separate from batteries on the Bid Form (Attachment A). The City shall not be under obligation to purchase batteries from the vendor. Should the City elect to purchase batteries from vendor, no additional shipping cost shall be added—this shall be included in the price of the battery on the Bid Form (Attachment A).

Vendor must provide written statement with their bid submission stating the process of battery delivery to the City in a timely manner, should the City elect to purchase batteries from the vendor. It is not the City’s intentions to stock the batteries at the City’s Central Warehouse location. The statement should include explanation of how the vendor will deliver batteries in a timely manner, what the expected lead time is for the order of batteries, the expected shelf life of the batteries, and any warranties on expiration of batteries that are delivered.

G. Enclosure Temperature Compensation

Operating temperature shall be a minimum -37° C (-34.6° F) to +74° C (165.2° F).

H. Power System Analyzer & Conflict Resolution Module

The inverter incorporates an integrated power system analyzer and conflict resolution system. The analyzer will evaluate and make limited adjustments to the incoming utility power and will automatically transfer load to the battery back-up power if utility power is lost. When utility power becomes available, the BBS will analyze the power to verify stability and return to normal operation. The system provides automatic BBS failure detection and automatically isolates the failed BBS and locks the unit on to utility power. Once the failure has been corrected, the system will return to normal operation.

I. Triple Bypass System for Offline BBS

1. Power Analyzer with Conflict Monitor Isolation and Transfer Module.
2. PCM – Power Conflict Monitor. The PCM is a totally redundant failsafe system. It monitors load bus power available continuously. If load bus power fails for 5ms the PCM will transfer and isolate the BBS and guarantee that commercial power will be locked on.
3. Timer – Redundant 5 ms delay and hard transfer to utility power.
4. The outboard Transfer Switch shall not interrupt the normal controller function. Transfer time shall be 2ms.
5. Onboard I/O module will execute lockout of battery back-up system upon detection of any inverter BBS fault. If BBS resets itself, it will automatically be available for backup.
6. ON Inverter to timed relay for Full Time control of Output, 0 to 10 hours.

J. Battery Charger

Shall charge from shut off discharge to 90% fully charged in less than 8 hours. The battery charger shall utilize Advanced Battery Management to extend battery life.

K. Advanced Battery Management

Protection at the cellular level means longer battery life – Improved reliability results from a precision battery charging system, and automatic true-load battery tests. Redundant overcharge protection contributes to longer battery life. Undervoltage Boost and Overvoltage Buck regulates under and over voltages without switching to battery.

Battery Replacement Warning prevents downtime – The Inverter is capable of performing a self-test every two weeks. This ensures that you will be alerted to degrading batteries before they wear out. Through software, or the push of a button, self-tests may be performed at anytime. Faster Recharge Time – The inverter battery charging systems are microprocessor controlled to precisely charge batteries in less time than legacy BBS systems. This makes the system available more quickly for subsequent power disturbance.

L. Hot-Swappable Battery Replacement

System must have hot-swappable battery replacement system to allow safe and easy replacement of batteries while the system is up and running without any downtime.

M. Warranty

Manufacturers shall provide a two (2) year factory-replacement parts warranty on the BBS. Batteries shall be warranted for full replacement for two (2) years. The warranty shall be included in the total bid price of the BBS.

III. DELIVERY OF UNITS

All deliveries shall be made to the City of Harrisonburg Central Stores Warehouse, located at 2111 Beery Road, Harrisonburg, VA 22801. Hours of operation are Monday through Friday from 7:30am to 3:30pm, with the exception of City holidays. All deliveries shall give a minimum of forty-eight (48) hour notice to the Warehouse Manager, Jeffrey Moyer by calling 540-437-4400. Vendor shall list their lead time in *Attachment A*. The successful bidder will be held strictly to the lead time stated in the bid document and delivery after this date may incur liquidated damages. The initial purchase of six (6) units shall be delivered all at one time. All subsequent orders during this contract shall be negotiated at the time the order is placed.

Delivery date and lead times will be taken into consideration during the evaluation of this bid. All product delivered will be FOB destination.

Quoted price in the vendor's response to this bid shall include delivery cost of units. No additional delivery cost shall be added. Device shall be quoted separate from the battery. Vendor shall reference *Section II. Specifications, F. Batteries* for further information on the quotation and delivery of batteries. Purchase of batteries is not guaranteed with this Contract.

IV. LIQUIDATED DAMAGES

Due to the timeline and nature of the City's Traffic Signal Uninterrupted Power Supply Project, it is imperative that the devices purchased through this bid arrive in a timely manner. The successful bidder will be held strictly to the lead time stated in the bid document in *Attachment A*.

Should seller breach its obligation to deliver goods in accordance with the schedule provided for in this contract, the Buyer shall have the option to recover 2% of total bid cost per day for each day of delay as liquidated damages. Inclement weather and other acts of God will be taken into consideration.

V. CONTRACT PERIOD

The contract term will commence on the date the award is made, and will extend for one (1) calendar year from the date of the award. There will be an option to renew the contract for an additional two (2), one (1) year terms. The contract period, with renewals, shall not extend past three (3) calendar years from the date the award is made.

VI. PRICE ADJUSTMENTS

The City of Harrisonburg will guarantee an initial, immediate purchase of six (6) units, as specified in *Section II. Specifications* above. Vendor must hold firm pricing quoted for the initial term of the contract (1 year).

At least 45 calendar days before the end of the initial term of the contract, Vendor may propose rate increases by written notice to the Contract Administrator, Jeffrey Moyer. The Contract Administrator may consider price adjustments, when determining whether to renew this contract. The vendor shall provide a detailed breakdown of their costs upon request. Consideration of the vendor's requests for adjustments in pricing will be at the sole discretion of the City, only after expiration of the firm and fixed price period, and then on a pass through basis only that does not produce a higher profit margin for Vendor than that established by the original contract pricing.

All price increases must have supporting documentation sufficient to justify the requested increase. Base documentation on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The vendor will receive written approval from the Contract Administrator of any price adjustment and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments shall remain unchanged for at least one (1) year thereafter.

The City will not be bound by invoice prices that are higher than those in the contract, unless the City has accepted the higher price and amended the contract. The Contractor will correct any incorrect invoice pricing.

VII. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance

of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. **To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. **To Subcontractors:**

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources

and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED)**

WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services

in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

VIII. INSTRUCTIONS TO BIDDERS

All bids must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Bid: Traffic Signal Backup Systems ITB#: 2014053-CS-B**”. Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide one (1) paper copy of the bid documents. Bid documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **Wednesday, June 4, 2014 at 3:00pm local time**. Any bids received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder has

the sole responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

Please note City offices, including the Purchasing Office, will be closed on Monday, May 26, 2014 in observation of Memorial Day. Please take this into consideration when compiling your bid submission, sending questions, and also delivering your bid submission.

All documents contained within the bid submission shall be completed in their entirety and signed and dated where required.

Bid Submission Checklist

- Cover Page
- Statement of Battery Delivery Terms (*Section II. Specifications, F. Batteries*)
- Bid Form (Attachment A)
- Exceptions to Specifications, if any (Attachment B)
- State Corporation Commission (SCC) Form (Attachment C)
- Signed Addenda, if any

IX. QUESTIONS

Questions related to the ITB or requests for clarification may be directed to Ms. Pat Hilliard, Purchasing Agent for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **Wednesday, May 28, 2014 at 12:00pm (noon), local time**. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

X. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder meeting the applicable specifications. The City reserves the right to reject any and all bids and will further reserve the right to waive or not waive any informality in any bid. The City reserves the right to ask for additional information from the vendor to determine whether a company is responsible. The winning bidder shall submit a recent W-9 to the City Purchasing Office via email (Purchasing@harrisonburgva.gov) or fax (540-432-7778) within fourteen (14) calendar days of contract award.

The City shall evaluate the bids based upon cost of unit, cost of batteries, and anticipated lead times. The City reserves the right to award a Contract solely for purchase of the units, without the batteries.

At the time of award, City shall notate whether the contract will include purchase of only units or purchase of units and batteries, wherein City would accept stated terms of delivery by vendor.



ATTACHMENT A. BID FORM

Bid Number: 2014053-CS-B

Bid Due Date: Wednesday, June 4, 2014 at 3:00pm, local time

Bid Documents Received: Purchasing Office, 345 S. Main Street, Room 201, Harrisonburg, VA 22801

Product	Unit	C/S Inventory #	Unit Price ●
Tesco brand Traffic Signal Backup Systems WITHOUT Battery	EA	80180000	
Battery	EA	80180000	

●Vendor Unit Price is based on delivery of product to the City of Harrisonburg Central Stores located at 2111 Beery Road, Harrisonburg, VA 22801. Pricing includes delivery cost, FOB Destination. Initial, immediate order of six (6) units must be delivered all at one time, as stated in the ITB document.

Unit Price in Written Format (Unit w/o Battery): _____	Unit Price in Written Format (Battery): _____
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Guaranteed Lead Time on Units (from date of order): _____

By signing below, I affirm that all product(s) quoted meet or exceed the minimum specifications required and specified within the ITB document.

Signature of Authorized Bidder

Date

Printed Name of Authorized Bidder

Company Name

Title

Company Address

****This form must be completed & returned with your bid documents.****



ATTACHMENT C: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

This form must be completed & returned with your bid documents.



**ATTACHMENT D. CITY OF HARRISONBURG, VA
STANDARD CONTRACT ITB SAMPLE**

This Contract entered into this ____ day of _____ 20____, by _____ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Invitation to Bid (no revisions by the Contractor) dated: _____
If applicable, any Official City Addenda(s):
#1, dated: _____
- (3) The Contractor’s Bid response dated _____ and the negotiated modifications (if applicable) to the Bid, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: _____

By: _____

Title: _____

Title: _____

****Note: This form is just for reference and is not required to be submitted with your bid submission.***