



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7424

INVITATION FOR BID

TITLE: Traffic Video Detection Equipment

ACCEPTANCE DATE: Prior to 3:00 p.m. – July 23, 2013 “Eastern Standard Time”

IFB NUMBER: 2014-00002-CN

ACCEPTANCE PLACE: Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Division Conference Room
441 Market St., Room 105

Requests for information related to this Invitation should be directed to:

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This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: July 10, 2013

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City’s website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

INVITATION FOR BID

Traffic Video Detection System

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Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: July 10, 2013

1.0 PURPOSE

The intent of this Invitation for Bid is to establish an annual contract with one qualified contractor to provide (1) the Traficon VIP 3D.2 Video Image Processor System and (2) Aldis, Inc. GridSmart – Type III System (and components of these systems) to be purchased on an as needed basis for use at selected intersections within the City as required by the Department of Public Works Traffic Engineering Division.

The purpose of the Video Image Processor to detect the presence of vehicles over optical detection zones which are placed on a standard video image (CCIR or EIA). Using standard image sensor optic and in the absence of occlusion, the system shall be able to detect vehicle presence with 98 percent (98%) accuracy under normal conditions (days and nights), and 96 percent (96%) accuracy under adverse conditions (fog, rain, snow).

The contract is for equipment only; installation will be performed by the City.

In order to match the existing video detection system used throughout the City of Suffolk, the only products accepted for the purpose of this IFB shall be Traficon VIP 3D.2 and Aldis, Inc. SmartGrid Type II, or acceptable upgrade of same.

Vendors wishing to have other products considered for future contract periods may provide a sample of the video vehicle detection system offered to be tested by the City for the subsequent contract period. After completion of the test, the sample shall be returned to the vendor. City of Suffolk, in its sole discretion, shall determine if a product is equal to that specified, considering quality, economy of operation, and suitability for the purpose intended.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period beginning immediately and continuing through July 31, 2014.

This contract may be renewed based on the terms and conditions at the expiration of its term at the sole discretion of the City. Automatic renewals will occur for up to two (2) additional one-year periods through July 31, 2016.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of 12 months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%. The City does not guarantee any rate increase.

4.0 SPECIFICATIONS FOR TRAFICON VIP 3D.2

The following specifications describe the minimum physical and functional properties the Traficon VIP 3D.2 Video Image Processor required. The system shall be capable of monitoring all licensed vehicles on the roadway.

4.1 Materials

- a. The entire video vehicle detection system shall consist of the following:

Detection Modul VIP3D.2

- ViewCom/E Max Remote Monitoring and Image Storage Module
- Video Camera(s) with IR Filter, Lens, Enclosure and Sunshield
- Luminaire Arm or Signal Mast Arm Sensor Bracket(s)
- Surge Suppressor
- Programming Devices and/or Software
- Coaxial/Power Cable
- All Other Necessary Equipment for Operation
- Training for Installation, Operation and Maintenance

- b. The following equipment package has been pre-approved by this specification and is included in all applications:

- Traficon VIP3D.2 Video Image Processor
- Traficon ViewCom/E Max Remote Monitoring and Image Storage Module
- Aigis Outdoor Camera Housing – HS9384
- Aigis Camera Housing Sunshield – HS9384SS
- 1/3" Color Sony Super HADII CCD camera
- Motorized Zoom Lens 6.5mm to 65mm
- Color 9" Video Monitor
- Pelco Extended Mast Arm Camera Mount – AB-0172-L-L
- Edco Suppressor – CX06-M
- Coaxial + 5 Conductor Wire – RG59U + STR PE/PVC 600V KG-9915P-1,000', 2,500' or 5,000' rolls
- 10 Position Rack with Regulated Power Supply Wired for ViewCom
- Panel with EDCO Supressors and Fuse Blocks for six (6) cameras
- Zoom Lens Controller
- Programming Keypad

4.2 Video Detection System

The Video Image Processor (VIP) shall be modular by design and housed in either a self contained stand-alone unit or fit directly into NEMA TSI & TS2 type racks, as well as type 170/2070 input files. The VIP shall be interchangeable between a shelf or rack mount installation without replacing or modifying existing VIP units.

The system shall control from 1-6 VIP boards allowing for 1-12 image sensors.

The system shall be designed to operate reliably in the adverse environment of roadside cabinets and shall meet or exceed all NEMA TSI or TS2, as well as Type 170/2070, environmental specifications.

Ambient operating temperature shall be from -34° to 74° C at 0-95% relative humidity non-condensing.

The system shall be powered by 12-40 VDC and draw less than 2 amperes.

The system shall utilize cabinet 24 VDC for rack mount installations or external 24 VDC for stand-alone shelf installations.

Surge rating shall be set forth in the NEMA TS1 and TS2 specifications.

Serial communications shall be through an RS232 serial port. This port can be used for communications into a modem or laptop to upload/download detector configurations, count data and software upgrades. RS485 on the rear edge connector shall facilitate communications to other VIP boards.

Each VIP board shall have four (4) opto-isolated open collector outputs. Twenty (20) additional outputs shall be available via the expansion port. The VIP/3D shall have twenty (20) presence detection zones and four (4) data detection zones per camera. Data zones shall collect and store vehicle counts, volume, speed, gap time, headway, occupancy and classification. Data shall be time-stamped (6713 intervals) and stored onboard (non-volatile memory) in intervals from 1-60 minutes.

Data alarms are generated for queue, inverse direction, speed drop, no video and errors.

Must be able to provide single or double loop emulation 4.2I

Presence hold time must have parameters that range from 10-600 seconds.

Each VIP board shall allow for twenty (20) digital inputs via the I/O Expansion port.

Each VIP board shall have error detection. Outputs will be turned "ON" if the video signal is bad or the VIP board is not functioning properly. A user defined quality level will automatically put selected outputs to recall in cases of severe degraded visibility (i.e., fog, blizzard, etc.). Normal detection resumes when visibility improves above the user defined quality level.

Operator selectable recall shall be available via the VIP front panel. Holding the recall switch on for 5 seconds shall activate this function.

A video select button on the VIP front panel will switch between camera images of the VIP3D.2.

The VIP3D.2 board shall have two (2) video inputs (RS-170 NTSC or CCIR composite video) and one (1) video out.

The VIP board shall have a reset button on the front panel to reset video detectors to "learn" the roadway image. During "re-learn," selectable recall can be enabled or disabled for immediate operation. Learning time of video detectors shall be less than six (6) minutes.

External surge suppression, independent of the VIP board, shall separate the VIP from the image sensor.

The VIP board shall have separate light emitting diodes (LED's) that indicate:

- Power Red LED to verify power supply
- I/O Comm Red LED to indicate communications to expansion boards
- Video 1 & 2 Red LED to verify the presence of video input 75 Ohm
- TX & RX Red LED to indicate communications to other VIP modules via the RS485
- OUT1-OUT4 Green LED if the corresponding detection group is active

The VIP board shall also have two (2) separate buttons for:

- Video Select-Recall
- Recall Manually places call on detectors
- Reset Manually reset detectors to "learn" new background
- Video Out The VIP board shall also have a video out female RCA style connector
- Service B9 female service port & DB9 I/O Expansion port

The VIP Expansion board shall also have separate LED's that indicate:

- Power Red LED to verify power supply
- Comm Red LED to indicate communications to VIP board
- I/O1-I/04 Green LED if the corresponding detection group is active

The VIP Expansion board shall have eight (8) dip switches that define inputs and outputs used (range: 1-12 or 13-24).

Event Log Database

The VIP module shall have an onboard database capable of time stamping and storing 500 events. The Event Log Database can be viewed or downloaded to a selected spreadsheet. Erasure of the Event Log Database shall not alter programmed configurations. As a minimum, the VIP shall log and time stamp the following events:

- Firmware upgrade
- Loss of video signal
- Resumption of video signal
- Configuration change
- Bad video quality
- Loss of power to VIP module
- Resumption of power to VIP module
- Speed alarm
- Inverse direction
- Recall activated

4.3 Video System Communication Module

The communication board shall be modular by design and housed in either a self-contained stand alone unit or fit directly into NEMA TS1 and TS2 type racks, as well as Type 170/2070 input files.

The communication board shall control from one (1) to six (6) VIP boards allowing for one (12) to twelve (12) image sensors.

The system shall be designed to operate reliably in the adverse environment of roadside cabinets & shall meet or exceed all NEMA TS1 and TS2, as well as Type 170/2070 environmental specifications.

Ambient operating temperature shall be from -34° to +74° C at 0-95% relative humidity non-condensing. The system shall be powered by 12-40 VDC and draw less than 2 amperes.

Serial and Ethernet (TCP/IP) communications shall be through respectively an RS232 serial port (F DB9 connector) and Ethernet port (RJ-45 connection). These ports can be used for communications to a laptop or modem to upload/download detector configurations, traffic data, technical events, send software upgrades and do remote setup of detectors. RS485 on the rear edge connector shall facilitate communications to VIP boards.

Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.

4.4 Communication Board

The communication board shall have separate light emitting diodes (LED's) that indicate:

- **Power** Red LED to verify power supply

- **LAN** Red LED to indicate data activity over Ethernet communication
- **Video Out** Video out female RCA style connector
- **Reset** Manual reset to re-initialize communications
- **Service** DB9 female service port for setup of communication board and also used for serial/dial-up communication

4.5 Functional Capabilities

Real Time Detection

Each VIP board shall be capable of processing the video signal of one (1) or two (2) cameras. The video signal shall be analyzed in real time (30 times per second for NTSC video format and 25 frames per second for pal video format).

The system shall be expandable up to twelve (12) cameras that may be connected to different VIP units and programmed independently.

The system shall be capable of displaying detectors on the video image with associated outputs. Outputs/inputs status will be indicated on the screen.

Parameters will also include the ability to view raw video without any verbiage and/or detectors for surveillance purposes.

Each VIP board will detect within the view of the connected camera the presence of vehicles in user defined zones. Detectors available shall be presence, count, delay, extension or pulse mode for either arrival or departure of vehicles. Delay and extension shall be defined between 0.1-99.9 seconds and pulse mode between 0-200ms in 33ms increments if NTSC is used. Each VIP board shall also detect and collect within the view of the connected camera traffic data of passing vehicles in user-defined zones.

Collected traffic data by direction shall include:

- Volume (absolute numbers) per length class and per lane
- Average speed (km/h or mph) per length class and per lane
- Average gap time (1/10 sec) per length class and per lane
- Average headway (m or feet) per lane
- Occupancy (%) per lane
- Concentration (vehicles/km or mile) per lane
- Average length (m or feet) per lane
- Confidence level (0-10) per lane The VIP board shall be programmed without the use of a supervisor computer. A standard CCTV monitor and keypad plugged into the VIP serial port will facilitate detector programming.

The VIP board shall store up to four (4) detector configurations. It shall be possible to switch between detector configurations manually, automatically by time of day or via the serial port, detector configurations can be uploaded to a laptop and stored on disk.

Detectors may be linked to 24 outputs and 20 inputs using Boolean Logic features: AND, OR, NOT. It will be possible to generate conditional outputs based upon inputs from a controller.

It shall be possible to make a detector directional sensitive. Options will include an omni-directional detector or a detector that only senses movement: from right to left; left to right; up to down; or down to up as you look at the monitor.

All detectors and parameters can be changed without interrupting detection. For example: when one detector is modified, all existing detectors continue to operate, including the one that is being modified. When the new position is confirmed, the new detector will enter a learning phase. Once the new detector is in function, it will take over the job of the old one. In this way, the detector is always fully operational with no interruption on any detector, even during modification. Learning phases for new detectors shall not exceed six minutes.

Four (4) data detection zones per camera on a 2-camera VIP board may be used for collection of vehicle count, speed, classification, occupancy, density, headway, and gap time.

Eight (8) data detection zones may be used on a single camera VIP board. These detectors will detect and store traffic data at user-defined intervals of 1, 2, 3, 5, 6, 10, 15, 30 and 60 minutes. It shall be possible for each VIP board to store up to 6713 intervals of data in non-volatile memory.

Associated software may be used with a PC to download data and export to a spreadsheet. Software will also be used to upload and download detector configurations, traffic data, technical events, send software version upgrades and do remote setup of detectors.

The VIP board shall have an internal clock with a daylight savings time system, which can be enabled or disabled.

The VIP board shall provide overlaid tool tips for each individual menu and sub-menu item.

The VIP board shall have an optional password implementation. Different user levels shall be available, each having different rights. A minimum of ten (10) users can be defined for each user-level.

The VIP board shall be able to delay or extend a detector zone output in combination with an input from the controller.

The VIP board shall detect wrong-way drivers and shall provide an alarm/event via communication board and/or output.

The VIP board shall provide an alarm and/or output when the user selected queue detection threshold of occupancy is exceeded for more than a user selected time threshold.

The VIP board shall distinguish five (5) classes of detected vehicles based upon user selectable vehicle length thresholds.

The VIP shall be able to emulate loop emulation with user selectable loop dimensions.

4.6 Video System Communication Module

The Video System Communication board shall control from 1-6 VIP boards, allowing for one (1) to twelve (12) image sensors.

The Video System Communication board shall provide a serial or Ethernet interface and communication to provide traffic data and allow remote configuration from the Traffic Operations Center.

The LAN port shall meet IEEE 802.3 with a RJ-45 connector and meet the following specification:

Data rates for Ethernet via LAN port: 10Mbit/s

TCP/IP based protocol

The serial communications port shall meet EIA-232-E and meet the following specifications:

- Dial-up data rates for RS232 via Serial port: maximum 57600 bps
- Direct data rates for RS232 via Serial port: maximum 115200 bps
- Mode of operation: asynchronous, serial, 8-bit word, 1 stop bit, duplex or half-duplex
- Parity: None
- Handshake: RTS – CTS, DCD
- Configuration: DTE

The communication shall support all functions of the video detection system.

All data transmissions shall be protected by CRC (cyclic redundancy checking) or an equivalent error detection method.

The communication board shall be programmed without the use of a supervisor computer. A standard CCTV monitor and keypad plugged into the communication serial port will facilitate board programming.

The communication shall support streaming video over Ethernet and serial communication.

Password protected remote setup (configuration upload/download, setup of detectors and detector parameters, setup of communication board parameters, firmware updates for Communication and VIP module) and monitoring of every connected VIP module shall be possible.

Dial-up shall be possible through PSTN modems.

The communication board shall log data and events provided by the VIP module(s) and transmit data and events to the Host computer.

RS485 communication to every VIP module shall be established via the Edge connector.

The communication board shall be able to store on board pre-post video sequences of alarm triggered upon traffic user defined events.

The communication board shall be able to accept PAL or NTSC video format.

A (via Ethernet) connection with a standard internet browser shall be possible to communicate with the communication board for remote setup, monitoring and real-time data of the VIP modules.

Password protection shall be provided on the communication board for remote operations.

5.0 SPECIFICATIONS FOR ALDIS, INC. GRIDSMART – TYPE III

5.1 Description

System hardware shall consist of two components:

- A. One (1) or two (2) 360 degree view camera detection cameras
- B. Stand-alone video detection processing unit for single or dual 360 degree view camera(s) with internal data collection module. The real-time performance shall be observed by viewing the video output from the sensor with overlaid detection zones that indicate the current detection state (on/off). The sensor shall store cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The video detection camera(s) shall communicate to a stand-alone video detection unit via a burial grade Cat5e cable via a software application using the industry standard TCP/IP network protocol. The video detection camera shall be powered through industry standard Power over Ethernet (PoE). The video detection unit shall be capable to be programmed with a static IP address and have two built-in, Ethernet ports and shall be addressable with no plug in devices or converters required. The stand-alone video detection unit shall provide standard MPEG-4, motion J-PEG or H.264 streaming digital video. Achievable frame rates shall provide a

minimum of 5 frames per second or higher as a function of video quality and available bandwidth.

The stand-alone video detection unit shall communicate directly with video detection cameras providing up to thirty-two (32) inputs and sixty-four (64) outputs. The stand-alone video detection unit shall be equipped with two serial connections to allow for input/output to a NEMA TS-1 and a SDLC port to allow connection to a NEMA TS-2 cabinet. A TS-1 cabinet harness shall be available and shall include a input and output cable for installation in TS-1, cabinets. The stand-alone video detection unit shall accept connection to the video detection cameras and also be equipped with two USB ports to allow for stored data and program retrieval or USB mouse connection. The unit shall be equipped with two fully functional Ethernet ports one labeled "Network" and the other "Local".

The stand-alone video detection unit shall also be equipped with a VGA port for local viewing or programming in conjunction with a USB mouse. The stand-alone video detection unit shall be fully programmable by connection to a standard laptop computer utilizing software provided with each unit or through a mouse and monitor operation. Video images shall be recorded when the external data collection storage module is connected to the unit via one of the USB ports and shall be limited only by the available memory of the storage module. When the formatted external data collection storage module is connected the video detection unit shall immediately recognize the connection and begin recording the video and upload the configuration and any collected data. The video detection unit shall collect vehicle counts, vehicle classification and vehicle speed and store data on board the video detection unit.

5.2 Functional Requirements

A. Video Detection System Software

The stand-alone video detection unit shall have embedded software to incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications and storage, digital video streaming, and vehicle detection processing. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and view video streaming services. The software shall have the ability to mask areas or objects in the field of view that will allow the video detection unit to ignore areas that are not within the travel way or occlude areas within the travel way. This feature will increase available processing power for real time detection and data collection and ensure that vehicles remain detected when occluded by objects within the field of view.

The software shall provide the following applications that and shall execute under Microsoft Windows 2000, XP or 7. Available applications shall include:

- Configuration setup: Create and modify detector configurations to be executed on the stand-alone video detection cabinet interface unit.
- Operation log: Retrieve, display, and save field hardware run-time operation logs of events that have occurred.
- Software install: Reconfigure the stand-alone video detection cabinet interface unit with a newer release of embedded system software.
- Streaming video player: Play and record streaming video with flashing detector overlay.
- Data retrieval: Fetch traffic data and alarms and store on PC or other storage media.
- Provide fault-tolerant, real-time TCP/IP communications to/from all devices and client applications with full logging capability for systems integration.

B. Video Detection Camera

The video detection camera shall produce a useable video image of the bodies of vehicles. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The camera shall use a CMOS sensing element and shall output color video with resolution of not less than 1920 lines horizontal.

The video detection software shall control the exposure and gain of the camera(s). The wide-angle camera(s) shall not need adjustment to suit the site geometry. The horizontal field of view shall be 360 degrees. A 360 degree camera shall be capable of providing detection coverage of all approaches of an average size intersection. Two wide-angle cameras shall provide detection coverage on large intersections. The camera shall be housed in a weather-tight sealed enclosure.

The housing on the 360 degree camera shall be field rotatable to allow proper alignment between the camera and the traveled road surface. The camera enclosure shall be equipped with an integrated sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation and ice buildup on the optical faceplate of the enclosure. When mounted outdoors in the enclosure, the camera

shall operate satisfactorily in a temperature range from -35 °C to +74 °C and a humidity range from 0% RH to 100% RH. The camera shall be powered via Power over Ethernet (PoE) from the stand-alone video detection unit. Power consumption shall be 55 watts or less under normal conditions.

The camera shall provide reliable detection within the height to distance ratio of 10:100. The camera enclosure shall be equipped with weather-tight cable connections. Video and power shall be transmitted via the Cat5e burial grade cable and connected within the same connector to the stand-alone video detection unit.

C. Power

The video detection cameras shall be powered via Power Ethernet (PoE) from the stand-alone video detection unit. Power consumption shall be 55 watts or less under normal conditions. 110/220 VAC, 50/60Hz.

D. Detection Zone Programming

Placement of detection zones shall be by means of a laptop with a Windows XP or 7 operating system or with a monitor and a mouse. The laptop or monitor shall be able to show the detection zones superimposed on images of traffic scenes.

The detection zones shall be created by using a laptop or mouse and monitor to draw detection zones. Using the mouse and monitor it shall be possible to place, size, and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector configurations from the laptop to the stand-alone video detection unit or to retrieve the configuration that is currently operating the intersection, and to back up detector configurations by saving them to the laptop or other removable storage media.

It shall be possible to edit previously defined detector configurations to permit adjustment of the detection zone size and placement, to add detectors for additional traffic applications, or to reprogram the video detection unit for different traffic applications or changes in installation site geometry or traffic rerouting. The video detection unit shall store previously loaded configurations on board and shall be able to revert to older programming when the command is sent to the unit.

E. Detection

The video detection system shall reliably detect vehicle passage and presence in the camera field of view when the video detection camera(s) is mounted 30 feet or higher above the roadway and as close to the center of the intersection as possible or when the camera is adjacent (within 15 feet) to the edge of the nearest vehicle travel lane. If there are obstructions within the field of view the stand alone video detection unit

shall be equipped with a software function that allows for an object mask to be drawn so vehicles calls are not placed by the obstruction and vehicles are still detected.

The preferred video detection camera orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The video detection camera placed at a mounting height that minimizes vehicle image occlusion shall be able to detect at least five (5) traffic lanes on each approach. Mounting heights as low as 24 feet shall be possible and provide reliable vehicle detection, vehicle passage and presence within the camera field of view for average size intersections provided the camera(s) have a reliable head-on view of all approaches. Data collection shall also be accurate and reliable when mounted in this configuration.

F. Data Collection

A properly installed system shall accurately count vehicles with at least 95% accuracy under normal operating conditions (day and night). The system shall collect data per direction, per detection zone or phase number.

A properly installed system shall accurately measure average speed of multiple vehicles with at least 95% accuracy under all operating conditions for approaching and receding traffic.

A properly installed system shall accurately classify vehicles. Vehicle collection shall be accurate and programmable by the user to bin data into three different data categories.

All collected data shall be able to be collected remotely or on site via USB or other storage media. All collected data shall be output to a csv file for user manipulation.

Video recording shall be accomplished with the connection of a portable external USB hard drive connection to either of the USB ports on the video detection unit. The video shall be recorded only when the external hard drive is connected. The amount of video recorded shall be limited only to the size of the storage device. The laptop software shall provide the interface to playback the video to analyze operations or to collect turning movement information.

6.0 WARRANTY, SERVICE AND SUPPORT

For a minimum of three (3) years, the supplier shall warrant the video detection system. Ongoing software support by the supplier shall include software updates of the video detection unit and video detection camera. These updates shall be provided free of charge during the warranty period. The supplier shall maintain a program for technical support and software updates following expiration of the warranty period.

7.0 DOCUMENTATION

One wiring diagram of the system and installation manual shall be provided with each video traffic detection system.

8.0 DELIVERY

Delivery of equipment shall be made to the following location:

City of Suffolk
Public Works Traffic Engineering Division
866 Carolina Road
Suffolk, Virginia 23434

9.0 CONDITIONS AND INSTRUCTIONS

1. **Use of Form:** All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. **Late Bids:** Bids and amendments thereto, if received by Purchasing after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.
5. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail.

8. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/bids/index.jsp>). It is the bidder's responsibility to check the website or contact Purchasing prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **Governing Document:** The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
10. **Award:** Award will be made by category to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page titled 'Total – Category I or Category II.' In case of error in the extension of prices, the unit price shall govern.
11. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
12. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: (http://www.suffolkva.us/bids/bid_search_awarded.jsp)
13. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
14. **Cooperative Agreements:** If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).

15. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
16. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
17. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
18. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
19. **Brand Names:** The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision "or approved equal". If qualified by the provision "or equal" the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute product offered is an approved equal and acceptable.
20. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
21. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
22. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
23. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

24. **Anti-collusion**: The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
25. **Indemnity/Hold Harmless**: The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees, or customers occurring in connection with the products and services covered herein or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.
- The Contractor's indemnification obligation with respect to any and all claims against the City or any of its officers, agents, employees, by any employee or statutory employee of the Contractor, or any of Contractor's subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor or Contractor's subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of Contractor's subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.
26. **Copyright Protection**: The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
27. **Laws, Regulations**: The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
28. **Alien employment**: The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
29. **SCC Authorization**: All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. 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, as amended, or as otherwise

required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

SCC Number, or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

30. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

“Licensed Class A Virginia Contractor Number _____.”

“Licensed Class B Virginia Contractor Number _____.”

“Licensed Class C Virginia Contractor Number _____.”

31. **Payment Terms:** Payment terms shall be 'Net 30'days, from the date of Contractor invoice approval by the City.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card, or if that is not possible, then by electronic funds transfer. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment?

City Purchasing Card Yes____ No____

Electronic Funds Transfer Yes____ No____

32. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

33. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

34. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

35. **Faith-based Organizations**: The City of Suffolk does not discriminate against faith-based organizations.

Anti-Discrimination: By submitting their bids, bidders 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 (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

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, service disabled veterans 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 Section a., b., and c. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **Drug-Free Workplace**: During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-

free workplace; and (4) 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

37. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
38. **Independent Contractor**: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
39. **Scheduling and Delays**: The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.
40. **Governing Law**: This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

41. **Severability**: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

42. **Termination for Convenience:** The City may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

43. **Termination for Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

44. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

45. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

46. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
47. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by Purchasing, the contract documents shall control.
48. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
49. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
50. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
51. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.
52. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the

Contractor's negligent performance of any of the services furnished under this Agreement.

53. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

54. **Exemption from Taxes:** The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

55. **Debarment Status:** By submitting a bid, bidders 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.

56. **Safety:** All Contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

57. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

58. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's Contract Agreement shall prevail over the terms of the Contractor's agreement in the event of a conflict.

59. **Bidder Qualifications:** Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. Specific Bidder Qualifications may be required for some projects and if so, will be provided by the City.
60. **Disqualification:** The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:
- Evidence of collusion among bidders.
 - Interest by any bidder in more than one bid submitted. This restriction does not apply to subcontractors.
 - Default on any previous contract.
 - For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
 - Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
 - The bidder does not meet project-specific requirements, as identified in the Contract Documents.
 - The bidder cannot meet required delivery requirements.
 - Prohibited contact with City representatives as restricted herein. (see #45)
 - Bidder is in arrears on taxes or other money owed to the City.
 - Bidder is nonresponsive or nonresponsible.
61. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
62. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City, except as clearly noted.
63. **Competition Intended:** It is the City's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Contract Officer prior to the date set for bids to close.

64. **Bid Security:** Each construction bid with a value of greater than one hundred thousand dollars (\$100,000) shall be accompanied with a bid bond equal to five (5) percent of the total amount of the bid, made payable to the City of Suffolk, Virginia. Upon approval of the City Attorney, a Bidder may furnish a personal bond or a bank or savings and loan association's letter of credit on certain designated funds for the amount required for the Bid Security. Such bid security shall be left with the city as a guarantee of good faith on the part of the Bidder that if the bid is accepted, the Bidder shall provide all required submittals and execute the contract.
65. **Default on Taxes:** No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or Contract, or that is a defaulter as surety, or otherwise upon any obligation to the City.
66. **Insurance Requirements:** *The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted prior to Notice to Proceed, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Policies must be in force for three (3) years after delivery date. On construction bids, the breakdown of required coverage and appropriate endorsement forms may be found in Section B. Otherwise, these requirements will be found in Section A.*
67. **Informalities:** *The City reserves the right to waive any informality in an otherwise responsive bid by a responsible bidder. There is no requirement that the City make such a waiver if it is deemed in the City's interest to not make such a waiver. No clearly stated requirements of a bid may be waived as an informality.*

CATEGORY II - Aldis, Inc. GridSmart – Type III System

MFG/Model of system: _____

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
3 EA	Video Detection Unit Type III	_____	_____
3 EA	360 Degree Video Detection Camera	_____	_____
3 EA	Camera Mounting Bracket	_____	_____
3 EA	Monitor	_____	_____
3 EA	USB Mouse	_____	_____
1 EA	Input-Output Cable for NEMA TS1 Interface	_____	_____
400 LF	Cat5eDirect Burial Cable	_____	_____

TOTAL – CATEGORY II: \$ _____

Best Guaranteed Delivery _____

Checklist for documents to be submitted with BID FORM (√ if you comply):

- _____ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- _____ Proof of Authority to Transact Business in Virginia
- _____ Conditions and Instructions, Section 8.0 (Pages 16-28)

Payment Terms/Discounts _____ (Suffolk's normal payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 days from receipt of proper invoice will not be considered in award.)

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax _____

Email Address: _____ Cell Phone # _____

Social Security Number or FIN Number _____

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ **Date** _____

(Person signing bid must show title or authority to bind the firm in a contract.)

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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 THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION