



## INVITATION FOR BIDS

IFB #2011-2134-2005

September 14, 2010

City of Newport News, Dept. of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor, City Hall  
Newport News, VA 23607

Phone: (757) 926-8032 Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

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### Pedestrian Count Down Signal with Mounting Hardware

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Agent, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, until the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

**BID DUE:** **Tuesday, September 28, 2010 at 4:00 PM**

**Contract Officer:** Shari D. Colvin

Shari D. Colvin, CPPB, VCO, Deputy Director, [scolvin@nngov.com](mailto:scolvin@nngov.com) and copy Brenda Vines, [bvines@nngov.com](mailto:bvines@nngov.com)

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

**This public body does not discriminate against faith based organizations**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This form must be signed.*

## CONDITIONS AND INSTRUCTIONS

Rev: 07/21/10

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities 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 City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted on the exception page.
2. 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. Bids and amendments thereto, if received by the Purchasing Department 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 the Purchasing Department 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. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. 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 commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said 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 articles specified and delivered.
7. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
8. If issued, addenda to this solicitation will be posted on the Purchasing Department's website ([www.nngov.com/purchasing](http://www.nngov.com/purchasing)). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
9. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the

language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.

10. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

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 purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://www.demandstar.com).

11. 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.
12. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News 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). Bidder not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
13. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
14. 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 in ink by the person signing the bid.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
17. 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.

18. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity 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 a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

19. 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.
20. 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.
21. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
22. By signing this bid, the bidder assigns to the City any and all rights that he 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.
23. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service 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 engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
24. The contractor guarantees to defend and save the City, its agents 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.
25. The contractor shall keep himself 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 and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same,

whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **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 an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

26. 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.

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.

27. **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 improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) 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) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars 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 conditioning 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 No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

28. Payment Terms:

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
- d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

29. 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 articles 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.

30. In event of default by the contractor, the City reserves the right to procure the commodities 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.

31. 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 determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.

32. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**

33. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at [www.nngov.com/purchasing](http://www.nngov.com/purchasing) .

34. This public body does not discriminate against faith based organizations.
35. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
- (a) He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.
  - (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
  - (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.
- The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.
36. 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 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.
- For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 applicable federal, state and local laws and regulations.
39. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and enforced to the full extent permitted by law.

40. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
41. 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 Director of Purchasing or their representative. Violation may result in a determination that your firm is ineligible for award.
42. Questions or comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.
43. 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 to be considered must be submitted with the bid 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.
44. 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 for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.

## Cooperative Bidding

The City of Newport News issues this Invitation for Bids (IFB) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful bidder obligated to contract with other SVGPC members; however, if such a contract is entered, the successful bidder will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

### SVGPC Members:

City of Chesapeake	Newport News Public Schools
City of Newport News	Williamsburg/James City County Public Schools
City of Norfolk	York County Public Schools
City of Portsmouth	Christopher Newport University
City of Williamsburg	College of William & Mary
County of Gloucester	Norfolk State University
County of James City	Tidewater Community College
County of King William	Jamestown/Yorktown Foundation
County of York	City of Virginia Beach

## **GENERAL**

The City of Newport News is interested in receiving bids for sign materials listed on the bid pricing sheet. *The City's intent is that an award will be given to a single bidder for an immediate bulk shipment. This is not meant to be a term contract, but a single bulk purchase.*

## **DELIVERY**

All items shall be delivered within fourteen (14) calendar days from the date of order unless otherwise specified. Deliveries shall be made between the hours of 9:00 a.m. and 2:00 p.m., Monday through Friday, excluding City holidays. Delivery tickets shall show quantity, part number, unit price, total price, and purchase order.

## **AWARD**

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest **responsible** and **responsive** bidder, based on *total bid price*. Errors on extensions will be corrected based on the unit price per line item.

## **QUESTIONS**

Questions pertaining to this IFB should be directed to the Department of Purchasing, Shari D. Colvin, CPPB, VCO, Purchasing Deputy Director, email [scolvin@nngov.com](mailto:scolvin@nngov.com) and copy Brenda Vines, Assistant Buyer, [bvines@nngov.com](mailto:bvines@nngov.com) *not later than four business days prior to bid due date*. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

**Bid Pricing Sheet**

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Net Price</u>
1. YELLOW - 16" PEDESTRIAN COUNT DOWN SIGNAL WITH MOUNTING HARDWARE - Z-CRATE DOOR - DRILLED FOR TOP AND BOTTOM MOUNT - 5 POSITION 20A TERMINAL BLOCKED - LED COUNTDOWN INCANDESCENT LOOK SIDE OF POLE MOUNT - ALUM- ELBOW ON TOP AND TEE ON BOTTOM - POLE PLATE PAINTED YELLOW.	90 ea.	_____	_____
2. DARK GREEN - 16" PEDESTRIAN COUNT DOWN SIGNAL WITH MOUNTING HARDWARE - Z-CRATE DOOR - DRILLED FOR TOP AND BOTTOM MOUNT - 5 POSITION 20A TERMINAL BLOCKED - LED COUNTDOWN INCANDESCENT LOOK SIDE OF POLE MOUNT - ALUM - ELBOW ON TOP AND TEE ON BOTTOM - POLE PLATE PAINTED DARK GREEN.	85 ea.	_____	_____
3. BLACK - 16" PEDESTRIAN COUNT DOWN SIGNAL WITH MOUNTING HARDWARE - Z-CRATE DOOR - DRILLED FOR TOP AND BOTTOM MOUNT - 5 POSITION 20A TERMINAL BLOCKED - LED COUNTDOWN INCANDESCENT LOOK SIDE OF POLE MOUNT - ALUM - ELBOW ON TOP AND TEE ON BOTTOM - POLE PLATE PAINTED BLACK.	18 ea.	_____	_____
<b>Total Bid Price</b>			<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>

## Led Countdown Ped Spec.

Module Installation: A module shall be capable of replacing the existing optical components or signal module in a signal housing, or shall provide a complete replacement of the signal head

Hard Coat (Optional): The module lens may be hard coated or otherwise made to comply with the UV material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE)

Unlit Illumination: When not energized, the WALKING PERSON (symbolizing WALK) and UPRAISED HAND (symbolizing DONT WALK) symbols shall not be readily visible to pedestrians at the far end of the crosswalk that the pedestrian signal head indications control.

Replaceable Lens: The module lens may be a replaceable part, without the need to replace the complete LED signal module.

Countdown Display (For Modules With Countdown): The countdown pedestrian signal module shall be made up of two digits and shall be located next to the associated upraised hand symbol.

Pedestrian Change Interval: The countdown pedestrian signal shall display the time remaining, in seconds, beginning at the start of the pedestrian change interval and ending at the termination of the pedestrian change interval. Countdown displays shall not be used during the walk interval. After the countdown displays zero, the display shall remain dark until the beginning of the next pedestrian change interval.

Countdown Range: The countdown display shall be capable of counting down from 99 to 0. Leading zeros on numbers less than 10 shall be blanked (i.e. Displaying 09, 08, 07 ... 01, 00 is unacceptable). Numbers less than 10 shall be displayed in the right hand digit of the countdown display

Learning Cycle: The countdown learning cycle may only be initiated after the initial installation; a return from a power failure greater than 2 seconds; a repeated demand to change programming; or after preemption. During the learning cycle, the countdown display shall remain blank. The learning cycle shall not last more than two complete cycles.

Countdown Timer: During the pedestrian change interval, the display of each number in the countdown sequence; the interval from the display of one number to the display of the subsequent number in the sequence; and the display of the "0" at the end of the countdown cycle (before going blank) shall be 1 second  $\pm$  0.04 seconds. At no point in time during the countdown interval shall the digit display go entirely blank.

Preemption: If the pedestrian change interval is interrupted or shortened as a part of a transition into a preemption sequence (Re: Section 4E.10 MUTCD 2003), the countdown pedestrian signal display should be discontinued and go dark upon activation of the preemption transition

Learning Cycle: The countdown learning cycle may only be initiated after the initial installation; a return from a power failure greater than 2 seconds; a repeated demand to change programming; or after preemption. During the learning cycle, the countdown display shall remain blank. The learning cycle shall not last more than two complete cycles.

**Countdown Timer:** During the pedestrian change interval, the display of each number in the countdown sequence; the interval from the display of one number to the display of the subsequent number in the sequence; and the display of the “0” at the end of the countdown cycle (before going blank) shall be 1 second  $\pm$  0.04 seconds. At no point in time during the countdown interval shall the digit display go entirely blank.

**Preemption:** If the pedestrian change interval is interrupted or shortened as a part of a transition into a preemption sequence (Re: Section 4E.10 MUTCD 2003), the countdown pedestrian signal display should be discontinued and go dark upon activation of the preemption transition

**Configuration:** A module shall be a self-contained device, not requiring on-site assembly for installation into an existing signal housing. The power supply for the module may be either integral or packaged as a separate component.

**Shock and Vibration Resistance:** Assembly and manufacturing processes for the module shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration due to high winds and other sources

**Materials:** Materials used for the lens and module construction shall conform to ASTM specifications for the materials where applicable.

**Flammability Resistance:** Enclosures containing either the power supply or electronic components of the module shall be made of UL94V0 flame retardant materials. The module lens is excluded from this requirement.

**Identification Label:** Each module shall be identified on the backside with the manufacturer’s name, model, operating characteristics and serial number. The operating characteristics of each symbol shall be identified and shall include the nominal operating voltage and stabilized power consumption as defined in Section 6.3.5 in watts and volt-amperes. The operating characteristics of the countdown shall be for the countdown displaying the “88” digits. The identification labels shall be permanent in nature and must last and be legible through the operating life of the module(s) through its normal operating conditions and environment.

**PTCSI Conformance Label:** Modules conforming to all non-optional requirements of this specification, may have the following statement on an attached label: “Manufactured in Conformance with the ITE Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules

The standard colors for the LED Pedestrian Signal Module shall be White for the walking person and Portland Orange for the upraised hand icon and the countdown digits

**Wiring and Terminal Blocks:** All wiring and terminal blocks shall meet the requirements of Section 13.02 of the current VTCSH standard. Conductors shall have a 600V insulation rating a minimum of 20 AWG and at least 1 meter (39 in) in length, conforming to the NFPA 70, National Electrical Code, and rated for service at +105°C. The conductors shall be color coded with orange for the hand, blue for the walking person, orange with blue stripes for countdown if required, and white as the common lead.

Operating Voltage Range: The modules shall operate from a  $60\pm 3$  Hertz AC power line over a voltage range from 80 to 135 VAC RMS.

Voltage Fluctuations: Fluctuations in line voltage over the range of 80 to 135 VAC RMS shall not affect luminance by more than  $\pm 10$  percent.

Flicker Prevention: To prevent the appearance of flicker, the module circuitry shall drive the LEDs at frequencies greater than 100 Hz when modulated, or at DC, over the voltage range specified in Section 5.2.1.

Low Voltage Turn-Off: There shall be no visible illumination from the module when the applied voltage is less than 35 VAC RMS.

Turn-ON and Turn-OFF Time: A module shall reach 90 percent of full illumination (turn-ON) within 75 msec of the application of the nominal operating voltage. The signal shall cease emitting visible illumination (turn-OFF) within 75 msec of the removal of the nominal operating voltage.

Default Condition: Applies to modules that have both the walking person and the upraised hand as one module: For abnormal conditions when nominal voltage is applied to the unit across the two-phase wires or simultaneously to both upraised hand and walking person icons, the pedestrian signal unit shall default to the upraised hand symbol.

Transient Voltage Immunity: The on-board circuitry of a module shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003.

Electromagnetic Emissions: The LED signal and associated on-board circuitry shall meet the requirements of the Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise by Class A digital devices.

**EXCEPTIONS:**

Bidder must sign one appropriate statement below, as applicable:

( ) Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm:

Signature:

( ) Bidder takes exception to terms, conditions, requirements, or specifications stated herein

(Bidder must itemize all exceptions below, and return with this IFB):

Firm:

Signature:

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*Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.*

**PAYMENT TERMS IF OTHER THAN 2%-20 NET 30 DAYS**

Payment terms shall be considered in determining the low bidder.

**BID RESULTS**

Bid results may be obtained from our web site: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://www.demandstar.com)

**SMALL, MINORITY, WOMEN-OWNED**

**BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

**Complete the following information and return the form with your package.**

- 1) If you are a SBE, MBE or WBE, please check one of the following boxes:

**SBE**            **MBE**            **WBE**     

- 2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

	Company Name
Total <b>SBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>MBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>WBE</b> Dollars to be Sub-contracted \$ _____	_____

- 3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

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**ANTI-COLLUSION CERTIFICATION**

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product 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. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_