

I. PURPOSE:

The Virginia Department of Transportation herein referred to as "VDOT" is soliciting bids from qualified firms to furnish and deliver two (2) BOSCH MIC IP STARLIGHT 7100i Security Cameras (**Proprietary/Brand Name Only purchases**) for the Monitor Merrimac Memorial Bridge Tunnel, per specifications indicated below.

PERIOD OF CONTRACT: From Date of Award to be delivered within 30 days.

This solicitation is set aside in accordance with the Small Business Enhancement Award Priority as a **Small Business Set-Aside Award Priority**. Small Businesses are those that hold a current small business certification from the Virginia Department of Minority Business Enterprise. Prospective bidders must be certified by DSBSD not later than the solicitation due date. For more information, visit the DSBSD website at <http://www.dmbse.virginia.gov>. Reference General Term and Condition, paragraph Z and Special Term and Condition, paragraph number 1.

II. SPECIFICATIONS/CONTRACT REQUIREMENTS:

A. **GENERAL:** The Contractor shall provide a firm fixed price to be all inclusive of all parts, transportation, and delivery of the two (2) Security Cameras. The Cameras shall be brand name only by "Bosch" in order to be compatible with existing equipment at the MMMBT.

B. The Contractor shall provide the following:

QUANTITY	DESCRIPTION
2	<p><u>BOSCH MIC IP STARLIGHT 7100i CAMERA</u></p> <ul style="list-style-type: none"> • Model # MIC7522-Z30BR; PTZ 2MP HDR 30x IP68 Enhanced Black
1	<p><u>FREIGHT – Freight shall be F.O.B. Destination only.</u> Cameras shall be delivered to the Hampton Roads Admin Building located at 204 National Ave., Hampton, VA 23663. <i>Freight charges shall be included in the bid price.</i> Vendor shall call and notify Mr. Celestino Aviles a minimum of 24 hours PRIOR to delivery. (See Special Term No. 5)</p>

III. METHOD FOR PAYMENT: Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

A. For valid invoices that exceed \$10,000, payment shall be made within thirty (30) days of receipt of a valid invoice. Payment may be issued by check, EDI or the Commonwealth of Virginia's Purchase Charge Card. Charge card transaction fees shall not be applied to any invoice issued to the Department. Contact the Department of Accounts for information on establishing EDI payments – http://www.doa.virginia.gov/Admin_Services/EDI/AgreementVendor.pdf

B. For valid invoices in the amount of \$10,000 or less, payment may be made by check, EDI payment, Commonwealth of Virginia's Small Purchase Charge Card or Gold Card. Charge card transaction fees shall not be applied to any invoice issued to the Department.

IV. INVOICING:

Invoices shall be submitted when material is delivered and accepted by VDOT personnel. Invoice shall include the purchase order number and costs based on the awarded pricing schedule. No payment will be made for partial shipment unless the requested number has been received and accepted by VDOT.

Invoices shall be sent to the following address:

Virginia Department of Transportation
HRHT Business Office
204 National Ave
Hampton, VA 23663

In lieu of mailing, invoices may be submitted as an attachment via email to:

HamptonRoadsHRHTBusiness@vdot.virginia.gov

V. eVA GENERAL TERMS AND CONDITIONS APPLY – See attached.

VI. SPECIAL TERMS AND CONDITIONS:

1. **AWARD:** The Commonwealth will make the award(s) on **TOTAL SUM** basis to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is less than \$10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the agency’s opinion, the criteria in the previous two sentences are not present, then award shall be made to the lowest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for early prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
3. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
4. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to VDOT as a result of operations provided herein. Within 30 days of VDOT’s notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
5. **DELIVERY NOTIFICATION:** The Agency shall be notified **24 hours prior to delivery** of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

Mr. Celestino Aviles
Name

(757) 438-8253
Phone

Ms. Pamela Gibbs
Name

(757) 727-4826
Phone

6. **DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

7. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
8. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in **(one (1))** purchase order with the eVA transaction fee specified below assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

9. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
10. **OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, the Contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.
11. **PROPRIETARY INFORMATION:** All information submitted to VDOT is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq. of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that you believe are trade secrets or proprietary information, you must file:
 - 1) a written request, either before or at the time the data or materials are submitted, that:
 - Invokes the protection of 2.2-4342 of the Code of Virginia
 - Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
 - States the reasons why protection is necessary, and a
 - 2) redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.
12. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.