



EASTERN SHORE OF VIRGINIA BROADBAND AUTHORITY
36272 Lecato Road, Belle Haven, Virginia 23306
Post Office Box 449, Wachapreague, Virginia 23480
(757) 787-1390
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www.esvabroadband.net

INVITATION FOR BID # 003-2009
ESVBA TELECOMMUNICATIONS EQUIPMENT

Opening Date: September 29, 2009 Time: 11:00 A.M.
 Location: ESVBA Office, 36272 Lecato Road, Belle Haven, Virginia 23306

----- Bidder's Signature -----

The Bidder shall sign and date the section below to attest that the bidder has read, understands, and agrees to all terms, conditions, drawings and specifications set forth in this Invitation For Bid, unless otherwise stated in writing and submitted with the bid package.

Bidder's Name: _____
 By: _____ Signature: _____
 Title: _____ Date: _____

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EASTERN SHORE OF VIRGINIA BROADBAND AUTHORITY

**INVITATION FOR BID # 002-2009
TELECOMMUNICATIONS ELECTRONIC EQUIPMENT**

PUBLIC NOTICE

The Eastern Shore of Virginia Broadband Authority is accepting sealed bids until: **10:00 A.M., TUESDAY, SEPTEMBER 29, 2009**, for telecommunications equipment.

This Invitation for Bid (IFB) sets forth the terms and conditions that will govern bidder's sale to ESVBA of the products described herein. This is an "as-ordered" agreement, which means that it covers products as they are ordered by the ESVBA. The ESVBA is not promising to purchase any quantity of products from the bidder(s). Any estimates that ESVBA may have provided to bidders are not firm or binding unless otherwise specifically stated in this IFB. This is not an exclusive dealings arrangement.

The selected bidder will be selected based upon price and the type of equipment quoted that most closely matches the specification and the needs of the ESVBA. Bidders may bid on all or part of the listed equipment.

Sealed bids to provide telecommunications equipment in accordance with the specifications enclosed herewith, and made a part of this invitation, will be received by mail or special courier to: Cheryl Tyson, Project Manager, Eastern Shore of Virginia Broadband Authority, Post Office Box 449, Wachapreague, Virginia 23480; 20 Bayview Avenue, Wachapreague, Virginia 23480; before 10:00 a.m. on Tuesday, September 29, 2009, at which time they will be publicly opened and read.

Bidders are required under 54.1-1112, Code of Virginia, to show evidence of Certificate of Registration before their bid may be received and considered. No bid may be withdrawn for a period of 60 days after the date of bid opening except in accordance with Section 2.2-4330 of the Code of Virginia, as amended. ESVBA has selected the first procedure for the withdrawal of bids as set forth in the sections of the Code as noted above.

This IFB and any addenda are available on the Eastern Shore of Virginia Broadband Authority website at: www.esvabroadband.net. To receive a printed or email copy of this document, please call (757) 787-1390 or email esvba@verizon.net.

The ESVBA reserves the right to amend or cancel this IFB at any time if it is in the best interests of the ESVBA. The ESVBA reserves the right to reject any or any part of all bids; to waive informalities and technicalities; and to accept that bid which the ESVBA deems to be in the best interest of the ESVBA.

INSTRUCTIONS TO BIDDERS

1. **ENVELOPE IDENTIFICATION**

All submission requirements **must** be returned in a **sealed** envelope. The bidder shall clearly mark on the outside of the envelope, "INVITATION FOR BID #003-2009, TELECOMMUNICATIONS EQUIPMENT"; bid opening date and time; and the bidder's complete mailing address.

The ESVBA will not be responsible for premature opening or late arrival of bids improperly addressed or identified. If a bid is mailed in an envelope, not as specified, the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. The ESVBA reserves the right to disqualify such a bid as non-responsive. Sealed bids may be hand delivered to the designated location.

2. **BID SUBMITTAL**

The original bid packet documents along with two (2) copies should be submitted in a sealed envelope or container and hand-delivered or mailed to: Cheryl Tyson, Project Manager, Eastern Shore of Virginia Broadband Authority, Post Office Box 449, Wachapreague, Virginia, 23480; 20 Bayview Avenue, Wachapreague, Virginia 23480, no later than **10:00 a.m., September 29, 2009**, after which time they will be publicly opened and read. Any bid received after 10:00 a.m., September 29, 2009, whether hand-delivered, submitted via U.S. Postal Service, or submitted via any other delivery service, will not be accepted and will be returned to sender unopened.

3. **SUBMISSION REQUIREMENTS**

To be considered responsive, a bid must contain the following, referenced by number and in the order below:

- 1. A detailed cost bid on the provided Bid Form, Page 13. Since the ESVBA may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms.**
- 2. Completed Bidder Questionnaire, Page 18.**
- 3. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.**
- 4. Copies of business licenses, professional certifications or other credentials, together with evidence that the bidder, is in good standing and is qualified to conduct business in Virginia.**
- 5. References with contact information from organizations that have used the bidder's services for similar projects within the last three (3) years. References must also be provided or any subcontractor proposed for the project for works of \$10,000 or more.**
- 6. A written acknowledgment of the acceptance of the contracting requirements set forth on Page 1 of this IFB.**
- 7. A written acknowledgement of receipt of any and all addenda as set forth on the provided Bid Form.**

Bids failing to address each of the submission requirements above may be deemed non-responsive and may not be further considered.

4. *BID AND CONTRACT SECURITY*

ESVBA does not require the successful bidder to furnish a bid, payment or performance bond.

5. *QUESTIONS REGARDING THE IFB*

Questions regarding the IFB, specifications or other solicitation documents may be addressed to Cheryl Tyson, Project Manager, by email at esvba@verizon.net or by phone at (757) 787-1390. All questions must be submitted no later than **September 24, 2009**, five (5) days prior to the date for submission of bids. Questions and answers regarding this IFB may be shared with all bidders known to be interested in submitting a bid. If the question requires clarification, an addendum will be supplied to all bidders.

A bidder, who believes that one or more of the IFB's requirements is onerous, unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the IFB be changed. The request must set forth the recommended change and reason for proposing the change. The Eastern Shore of Virginia Broadband Authority must receive any such requests no later than seven (7) days prior to the date for submission of bids.

6. *BID OPENING*

Bids shall be publicly opened and read aloud in the presence of one or more witnesses at **11:00 a.m., Tuesday, September 29, 2009** at the ESVBA office located at 36272 Lecato Road, Belle Haven, Virginia 23306. The amount of each bid, together with the name of each bidder, shall be recorded. The record on each bid shall be open to public inspection.

No statement or notation whatsoever, written, printed, typed or otherwise set out on any bid envelope, including any addition or deduction in contract price, shall be recognized in the review and tabulation of any bid or offer or for any other purpose.

7. *MISTAKES IN BIDS*

Correction: Except as herein provided, no plea or claim of mistake shall be available to a bidder for recovery of any deposit or security required to be paid or posted or as a defense in any legal proceeding for the failure, neglect or refusal of the bidder to (1) execute a contract that has been awarded by the ESVBA, (2) accept a job number issued by the ESVBA to a bidder in response to a bid submitted by such bidder, or (3) perform in accordance with the terms, specifications and conditions of a contract.

A. Mistakes Discovered Before Opening. A bidder may correct mistakes discovered before the time and date set for receipt of bids by withdrawing and replacing or by correcting the bid.

B. Mistakes Discovered After Opening But Before Award – Informality. An informality is a minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bids which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured. The ESVBA may, in its sole discretion, waive such informalities or permit the bidder to correct them, whichever procedure is in the best interest of the ESVBA.

- C. Judgment Errors.** Bids may not be withdrawn if the mistakes are attributable to errors in judgment, nor may such mistakes be waived or corrected.
- D. Nonjudgmental Mistakes – Mistakes Where the Intended Correct Bid is Evident.** If the mistake and the intended correct bid are clearly evident in the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident in the bid document are typographical errors, errors in extending unit prices, transportation errors and arithmetical errors.
- E. Mistakes Where the Intended Correct Bid is Not Evident.** A bidder may be permitted to withdraw a low bid if a mistake is clearly evident from the bid documents submitted by the bidder and/or a comparison with other bids.
- F. Mistakes Discovered After Award.** Bids containing mistakes shall not be corrected or withdrawn after award of a contract or issuance of a job number. No plea or claim of mistake in a bid or resulting contract shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder as a result of the breach or nonperformance of such contract or job number.

Withdrawal of Bid: The Bidder must submit to ESVBA or designated official his original work papers, documents, and materials used in the preparation of the bid within two days after the conclusion of the bid opening procedure. Such work papers must be in an envelope or package separate and apart from the envelopes containing the bid and marked clearly as to the contents and shall be delivered by the bidder in person or by registered mail. Such mistake must be clerical as opposed to judgmental and actually due to an unintentional arithmetic error or an unintentional omission that can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used for the preparation of the bid sought to be withdrawn.

Failure of a bidder to submit his original work papers, documents and materials used in the preparations of his bid at the time, date and place required shall constitute a waiver by the bidder of his right to claim any mistake in his bid.

No bid may be withdrawn due to error when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn due to error, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

If the ESVBA denies the withdrawal of a bid under the provisions of section 11-54 of the Code of Virginia, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible bidder.

8. PRICING ERRORS

In case of an error in price extension, the firm fixed unit price shall govern.

9. STATE CORPORATION COMMISSION

Bidders submitting as corporations must be licensed through the Virginia State Corporation Commission as corporations authorized to do business in Virginia.

10. AWARD CRITERIA

The ESVBA reserves the right to accept or reject all or any part of the bids, waive minor technicalities or informalities and award the Contract to the most responsive, responsible bidder to best serve the interest of the ESVBA.

In order for the bid to be considered for award, all requested information on all the required forms should be provided. Bidders should review the documents prior to submission to insure that there are no omissions or blanks.

The successful bid shall be determined by the firm fixed unit prices as listed in the Pricing Schedule (Bid Form) that completely satisfies the specifications and time schedules.

In determining the lowest responsible, responsive bidder, in addition to the price, the ESVBA shall consider:

- How closely the bidder is to the specification of products listed.
- The financial stability and long-term viability of the bidder.
- The quality, availability and adaptability of the products being bid.
- The ability of the bidder to provide support and future maintenance and service.
- The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.

In the event that the Total Base Bid from the lowest responsible bidder exceeds available funds, the ESVBA may negotiate the Total Base Bid amount with the apparent low bidder to obtain a contract price within available funds.

11. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award, the ESVBA will issue a Notice of Award to the successful bidder(s) and notice to the other bidders of the Notice of Award.

12. ADDENDA

All addenda will be provided to all bidders either by email or direct mail. All such addenda shall become a part of the solicitation documents, must be addressed in the bid and shall become a Contract Document. **Bidders must acknowledge receipt of all addenda on the Bid Form.** The ESVBA accepts no liability for late receipt or non-receipt of addenda.

13. ACCEPTANCE OF BIDS

Bids submitted shall be binding for sixty (60) calendar days following the bid opening date, unless extended by mutual consent of all parties.

14. CHANGES, ADDITIONS, DELETIONS

No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the ESVBA.

15. PROPRIETARY INFORMATION OR TRADE SECRETS

Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if the bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Bidder shall (i) invoke the protection of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** The bidder shall submit proprietary information under separate cover. ESVBA reserves the right to submit such information to the ESVBA Attorney to confirm the bidder's claim that the information for which protection is claimed is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three requirements of Section 2.2-4342 shall be public information in accordance with applicable law.

16. DELIVERY

Bids must show the number of days required to complete the work or deliver the product. Failure to state deliver time obligates bidder to complete delivery within the specified time frame. The information should be stated even though a delivery date/schedule may be contained in another section in this specification. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promised without valid reason shall constitute a default and may cause removal from the bid list. Unless otherwise specified, shipments shall be FOB Destination, Inside Delivery.

17. DEFECTIVE ITEMS

Items delivered which are defective will remain the property of the bidder until the defect(s) have been corrected or replaced to the satisfaction of the ESVBA. Unaccepted material shall be returned to the bidder at the bidder's expense.

18. USE OF BRAND NAMES

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

19. TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

GENERAL TERMS AND CONDITIONS**1. TAX EXEMPT**

The ESVBA is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request.

2. PAYMENT

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

ESVBA shall pay the invoices within sixty (60) days from receipt date of the invoice. If the ESVBA disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute. If bidder's invoice contains terms more favorable to the ESVBA, the ESVBA may elect to pay on those terms.

3. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the ESVBA, after due written notice, may procure them from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the ESVBA may have.

4. APPLICABLE LAWS AND COURTS

Any ESVBA contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction. The Contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the ESVBA and such other standards, codes and regulations having application to the goods or services provided.

5. AWARD

The contract shall be awarded to the lowest responsible and responsive bidder(s). Unless canceled or rejected, a responsive bid from the selected bidder(s) shall be accepted as submitted, except that if the bid from the lowest responsible bidder(s) exceeds available funds, and if, time or economic considerations preclude resolicitation of work of reduced scope, the ESVBA Executive Director, or his designee, may negotiate with the apparent low bidder(s) to obtain a contract price within available funds. If both conditions set forth in the preceding sentence are not met, the ESVBA shall not have the power to so negotiate.

6. ANTI-TRUST

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

7. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the ESVBA. A copy of these provisions may be obtained from the Office of the ESVBA upon written request.

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

8. DEBARMENT STATUS

The ESVBA is prohibited from making an award to contractors or approving an award to subcontractors for any contract/subcontract in excess of \$10,000 who are debarred by the United States Department of Labor, the Department of Housing and Urban Development or by an agency of the Commonwealth of Virginia, or who are not in compliance with the Federal Equal Employment Opportunity requirements.

9. ANTI-DISCRIMINATION

By submitting their bid, bidders certify to the ESVBA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; the Virginians with Disabilities Act; the Americans with Disabilities Act; and Sec. 2.2-4311, Sec. 2.2-4311.1 and Sec 2.2-4312 of the Virginia Public Procurement Act (VPPA).

10. INSURANCE

Bidder shall secure and maintain at its expense:

- a. Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, independent contractor, for a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage with a minimum policy aggregate of \$2,000,000; and
- b. Comprehensive Automobile Liability insurance (including Owned, Hired and Non-owned vehicles) for a minimum combined single limit of \$1,000,000 per occurrence; and
- c. "Umbrella" coverage providing liability insurance in excess of the coverage required by these Paragraphs (a) & (b), with a limit of not less than \$5,000,000. The insurer must be licensed to do business in the state in which the work is performed and must have Bests Rating "AX" or better; and
- d. Worker's compensation, disability benefit and other similar employee benefits coverage in compliance with statutory requirements; and
- e. Employer's Liability insurance of at least \$1,000,000 per occurrence /accident/disease; and
- f. Public Liability of at least \$1,000,000 per occurrence; and
- g. Railroad Protective Liability of at least \$3,000,000 per occurrence.

Bidder shall deliver a certificate of insurance on which the ESVBA is included as additional insured. Furthermore, ESVBA must receive at least thirty (30) days' notice of cancellation or modification of the above insurance. It is also agreed that bidder's policy is primary coverage for any and all losses covered by said policies and bidder's insurance shall have no right of recovery or subrogation against the ESVBA.

Bidder is responsible for determining whether the above minimum insurance coverage is adequate to protect its interests. The above minimum coverage does not constitute limitations upon bidder's liability.

11. INDEMNIFICATION

The bidder shall indemnify, defend and hold harmless the ESVBA, its officers, officials, agents and employees from any claim, damages, injury, or death and action of any kind, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the bidder or any services of any kind or nature furnished by the bidder. This undertaking shall not apply to damage, injury or death suffered in the performance of a construction contract caused by or resulting from the negligence of the ESVBA, its agents or employees attributable to the sole negligence of the ESVBA, its agents or employees.

12. TERMINATION

ESVBA may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

BID FORM

In compliance with your Invitation for Bid, the undersigned hereby proposes to furnish the products, in strict accordance with the specifications, including all addenda hereto, in consideration of the price set forth below.

Line Item	Product Description	Unit	Unit Price
12001	2 Fiber OFNR Indoor/Outdoor All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12002	12 Fiber OFNR Indoor/Outdoor All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12003	24 Fiber All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12004	48 Fiber All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12005	96 Fiber All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12006	97 Fiber All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12007	144 Fiber All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12008	288 Fiber All Dielectric SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12009	24 Fiber Armored SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12010	48 Fiber Armored SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12011	96 Fiber Armored SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12012	97 Fiber Armored SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12013	144 Fiber Armored SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12014	288 Fiber Armored SMF28E (Sumitomo SE-5 or Allwave)	per foot	
12015	Tyco FOSC 450 B6-2-NT-0-B0V Splice Closure	each	
12016	Tyco FOSC B Splice Trays w/SM-12 modules	each	
12017	Tyco FOSC 450D6-2-NT-0-D0V Splice Closure	each	
12018	Tyco FOSC D Splice Trays w/SM-12 modules	each	
12019	Aerial Slack Shoe	each	
12020	AFL CON1UP Splice &Patch Panel only	each	
12021	AFL CNS048P Splice &Patch Panel w/pigtails	each	
12022	AFL CNS072P Splice &Patch Panel w/pigtails	each	
12023	AFL CNS096P Splice &Patch Panel w/pigtails	each	
12024	AFL CNS144P Splice &Patch Panel w/pigtails	each	
12025	AFL CPS012 Wall Mount Enclosure	each	
12026	LC Duplex Adapters for Splice & termination Panel	each	
12027	SC Duplex Adapters for Splice & termination Panel	each	
12028	ST Adapters for Splice & termination Panel	each	
12029	FC Adapters for Splice & termination Panel	each	
12030	Blank Panels for Splice & termination Panel	each	
12031	ADC DSX-4H-W3C T3 Panel	each	
12032	ADC DSX-4H-SBRC-BA T3 Module	each	
12033	Telect Dual Feed 260A 4/20 TPA/GMT Fuse Panel Part # 009-8005-0420	each	
12034	Telect Dual Feed 100A 4/20 TPA/GMT Fuse Panel Part # 009-8005-3404	each	
12035	Emerson Netsure 701 _48V 20 Power System Part # 582126000	each	
12036	Emerson PCU Netsure 701 48VDC 3200W Part # 1R483200	each	
12037	Emerson Netsure 501 _48V 20 Power System Part # 582136700	each	
12038	Emerson PCU Netsure 501 48VDC 3200W Part # 1R481800	each	
12039	GNP M12V155F2 Battery Part # 112795	each	
12040	MRV LX-8020S-112DC Out of Band Management Server	each	

12041	Seismic Network Bay- 7' x 23" Steel Unequal Flange	each	
12042	Seismic Network Bay- 7' x 19" Steel Unequal Flange	each	
12043	Isolation Kit for 7' Seismic Network Bay	each	
12044	Seismic Network Bay Anchor Kit 7' Seismic Network Bay	each	
12045	Front Guard Rail 7' Seismic Network Bay	each	
12046	Rear Guard Rail 7' Seismic Network Bay	each	
12047	Network Junction Kit 7' Seismic Network Bay	each	
12048	23" Cable Bar Tie Kit 7' Seismic Network Bay	each	
12049	19" Cable Bar Tie Kit 7' Seismic Network Bay	each	
12050	2"x2" Slotted Fiber Management Raceway	each	
12051	2"x2" Fiber Management Fittings & Accessories	each	
12052	4"x4" Slotted Fiber Management Raceway	each	
12053	4"x4" Fiber Management Fittings & Accessories	each	
12054	Fiberglass Extension Arm 1.5"x12"	each	
12055	Fiberglass Extension Arm 1.5"x24"	each	
12056	Fiberglass Extension Arm 1.5"x36"	each	
12057	HDPE Aerial Figure-8 1.25" Black Duct w/tape	per foot	
12058	1.25" SDIR-11 Duct w/tape	per foot	
12059	1.25" Duct Coupling	each	
12060	1.25" Toneable SDIR-11 Duct w/tape	per foot	
12061	1.25" Toneable Duct Coupling	each	
12062	1.25" Duct Plugs	each	
12063	1.25" Plenum Duct w/tape	per foot	
12064	1.25" Riser Duct w/tape	per foot	
12065	4.00 inch SIDR-11 Duct	per foot	
12066	4.00 inch Type 'C' Duct	each	
12114	4.00 inch Type 'C' Sweep (5' radius)	each	
12115	6.6M Galvanized Messenger Strand	each	
12116	Strand Vice 6.6M	each	
12117	Preformed Cable Grip 6.6M	each	
12118	D Lashing Clamp (BUG NUT)	each	
12119	Cable Suspension Clamp for 6.6M Stand	each	
12120	Screw Anchor Galvanized 8" Triple Eye & 1" Rod	each	
12121	Guy Wire Markers (Yellow)	each	
12122	Stainless Steel Lashing Wire (1600' roll)	each	
12123	Bronze Bonding Clamp	each	
12124	Bronze Ground Rod Clamps	each	
12125	Copper Ground Rod 5/8" x 8'	each	
12126	Machine Bolt 5/8" x 8"	each	
12127	Machine Bolt 5/8" x 10"	each	
12128	Machine Bolt 5/8" x 12"	each	
12129	Double Arming Machine Bolt 5/8" x 8"	each	
12130	Double Arming Machine Bolt 5/8" x 10"	each	
12131	Double Arming Machine Bolt 5/8" x 12"	each	
12132	Thimbleye Bolt 5/8" x 10"	each	
12133	Thimbleye Bolt 5/8" x 12"	each	
12134	Square Washer 2"x2"	each	
12135	Square Washer Curved 2"x2"	each	

12136	Thimbleye Nut Single 5/8"	each	
12137	Square Nut 5/8"	each	
12138	Handhole (30"x48"x36") ANSI Tier 8	each	
12139	Handhole (30"x48"x36") ANSI Tier 22	each	
12140	Pull Tape (1200lb)	per foot	
12141	Detectable Pull Tape w/22ga cu wire (1200lb)	per foot	
12142	Copper Wire-6 Gauge Bare	per foot	

In compliance with this Invitation for Bid, the undersigned hereby proposes to furnish the products/services, in strict accordance with the specifications, including all addenda hereto, in consideration of the price set forth below, and certifies that it has received Addenda No(s) _____, dated _____.

By submitting this bid, the bidder certifies that it has read and understands the bid documents, general bid instructions, conditions and scope of work, and addenda; and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.

Communications concerning this Bid shall be addressed to:

Name: _____

Firm: _____

Address: _____

Telephone/Fax No.: _____

SUBMITTED ON: _____, 2009.

AN INDIVIDUAL

Signature _____

Individual's Name _____

Name of Firm _____

Business Address _____

A PARTNERSHIP

Signature _____

Firm's Name _____

General Partner's Name _____

Business Address _____

A CORPORATION

Signature _____

Corporation Name _____

State of Incorporation _____

Name of Authorized Person _____

Title _____

Corporate Seal

Attest (Secretary) _____

Business Address _____

BIDDER QUESTIONNAIRE

GENERAL INFORMATION

1. Bidder Information:

Provide the following information regarding the Bidder.

Bidder Name: _____

(NOTE: Give exact legal name to be used on the contract, if awarded.)

Principal Address:

City: State: Zip Code: _____

Telephone No. _____ **Fax No:** _____

Federal Employer Identification Number: _____

Payment Remit to Address: (If Different)

City: State: Zip Code: _____

Telephone No. _____ **Fax No:** _____

Business Structure:

Check the statement that indicates the business structure of the Bidder.

Individual or Sole Proprietorship _____

If checked, list Assumed Name, if any: _____

Partnership _____

Corporation _____

If checked, check one: For-Profit _____ Nonprofit _____

Printed Name and Title of Contract Signatory:

2. Contact Information:

List the one person who the ESVBA may contact concerning your proposal or setting dates for meetings.

Name: _____

Address:

City: State: Zip Code: _____

Telephone No. _____ **Fax No:** _____

E-mail: _____

3. Is Bidder authorized and/or licensed to do business in Virginia?

Yes No If "Yes", list authorizations/licenses.

4. Bidder corporate headquarters address: (If different)

City: State: Zip Code: _____

Telephone No. _____ **Fax No:** _____

5. **Local Operation:**

Does the Bidder have an office located in Virginia?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Virginia office?

Years _____ Months _____

b. State the number of full-time employees at the Virginia office. _____

6. **Operations:**

a. How long has the Bidder conducted business?

Years _____ Months _____

b. State the number of full-time employees. _____

Failure To Complete Job:

Has the bidder or any of its principals failed to complete a job? Yes ___ No ___

If yes, state where and why.

Surety Information:

Has the Bidder ever had a bond or surety canceled or forfeited? Yes ___ No ___

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

7. **Bank Reference:**

Bank Name _____

Contact Name _____

Contact Title _____

Contact Telephone _____

8. **Other Names:**

Provide any other names under which Bidder has operated within the last 10 years.

Dated this _____ day of _____, 2009.

Signed _____

Name _____

Title _____

Attest _____

Notary