



**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
#12 East 4th Ave. Ste. 106
ROME, GA 30161**

(706) 291-5118

FAX (706) 290-6099

**Date Issued: December 6, 2016
Bid Number: 17-0103**

**NOTICE OF LETTING CONTRACT
INVITATION FOR BIDS
THE FORUM
Managed Wi-Fi
FLOYD COUNTY GEORGIA**

To Whom It May Concern:

Notice is hereby given that Floyd County, Georgia proposes to let a Contract to the lowest responsive, responsible bidder, upon sealed bids, for the furnishing of all labor, material, equipment and other things necessary to:

**Managed Wi-Fi
ROME, GA
2 GOVERNMENT PLAZA
ROME, GA 30161**

Sealed bids will be received until 11:00AM (local time), on **Tuesday, January 3, 2017**, at the office of the **Floyd County Purchasing Director, located in the Floyd County Administration Building, 12 East Fourth Avenue, Suite 106, Rome, Georgia**. Sealed bids will then and there be publicly opened and read aloud in the office of the Purchasing Director. Late bids will not be accepted.

Work is generally described as follows: *Provide a modern full coverage Wi-Fi solution for the Floyd County Forum Complex. This system must be designed to support Floyd County employees, and the general public during events.*

MANDATORY PRE-BID AND SITE VISIT will be held at **1:00pm on Monday, December 19, 2016**. Participants will meet in the lobby of The Forum, # 2 Government Plaza, Rome, GA 30161. Site visit will follow. Bids will not be accepted from contractors not attending this meeting.

The work is to be let in one contract, and shall conform in all respects to the Specifications this bid proposal, Which is available for review in the office of the Purchasing Director of the Board of Commissioners of Floyd County, which is also the office of the undersigned, and said specifications, general conditions and drawings, are open to the inspection of the public.

All forms, certifications and compliance documents required by Floyd County must accompany each bid. Including, but not necessarily limited to, compliance with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq. Contractor must complete and submit with bid, the Contractor Affidavit under OCGA 13-10-91(b)(1) included with contract documents. Be advised that bid will not be read or accepted if this document is not submitted at time of bid.

Bids do not require a Bid Bond or Payment or Performance bond.

Managed Wi-Fi

Complete sets of documents, construction specifications and drawings may be requested by email lamn@floydcountyga.org at the GPR https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp , or the Floyd County Website www.romefloyd.com.

The right is reserved to the Board of Commissioners of Floyd County, Georgia to delay the award of the Contract for a period not to exceed sixty (60) days from the date of opening of bids, during which time bids shall remain open and not subject to withdrawal. The right is also reserved to the Board of Commissioners of Floyd County, Georgia to reject any and all bids and to waive any and all technicalities or informalities. Any contract executed pursuant to this notice shall be binding upon the Board of Commissioners of Floyd County, Georgia, as such, but will not create a liability expressed or implied, against any members of the Board of Commissioners of Floyd County, the Chairman of the Board, or employee of said County, in his or her individual capacity.

Equal Opportunity Employer

**FULL BID PACKAGE MUST BE RETURNED IN SEALED PACKAGE
CLEARLY MARKED SEALED BID
FORUM Manage Wi-Fi
FLOYD COUNTY GEORGIA
JANUARY 3, 2017 11:00PM
BID # 17-0103**

NANCY LAM, CPPB, CPPO
PURCHASING DIRECTOR

Legal ad run December 6, & 13, 2016 PO# 160412

INSTRUCTIONS TO BIDDERS

1.1 PROJECT LOCATION AND WORK SCHEDULE

- A. The Work will be performed at the following location: The Forum, Floyd County, 2 Government Plaza, Rome, GA 30161.
- B. The location will be available to the contractor 24 hours per day, but due to scheduled events we would like this project completed by January 25, 2017.
- C. Equipment and material for the project will be stored at contractor's site, or owner designated location on site, until such time that equipment is to be installed.

1.2 BID SUBMISSION

- A. See Invitation to Bid for information on when and where bids will be received.
- B. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- C. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform the work as described in the Invitation to Bid.

1.4 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

1.5 DEFINITIONS

- A. Bidding Documents: Plans and specifications supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities identified. Bidding documents may also include additional stipulations required by Floyd County included in the Invitation to Bid Package such as, but not limited to, Contractor Affidavit (E-Verify), and W-9.
- B. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form for completion of the work as outlined in the Contract Documents.

1.6 BIDDING DOCUMENTS IDENTIFICATION

- A. The Bid Documents are identified as:
 - 1. Invitation to Bid with required forms
 - 2. Instructions to Bidders
 - 3. Bid Form (with supplements)
 - 4. Project specifications

1.7 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Nancy Lam if documents are incomplete. Immediately notify Nancy Lam upon finding discrepancies or omissions in Bidding Documents.

1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Nancy Lam, at the office of the Purchasing Director; email questions to lamn@floydcountyga.org or mail to Purchasing Office. Verbal answers are not binding on any party.
- B. Submit questions no later than **2:00PM December 21, 2016**, questions received after this time may or may not be addressed. Replies will be made by Addenda. Addenda may be issued at any time during bidding period. Addenda will be sent to all known Bidders and Owner. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.10 PRODUCT SUBSTITUTIONS

- A. Substitution procedures.

1.11 SITE EXAMINATION

- A. Contact Owner to schedule a time to examine Project site before submitting a Bid. Known Bidders will be contacted about scheduled Contractor walk-throughs, or schedule will be set in the Invitation to Bid. Participation in formal pre-bid meetings are considered mandatory.

1.12 SUBMISSION PROCEDURE

- A. Submit two copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.

1.13 CONTRACTOR QUALIFICATIONS

- A. Bidders must submit the following information to qualify:
 - 1. List of comparable projects completed within the last 3 years to include contact information.
 - 2. Proof of general liability insurance policy.
 - a. The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage.
 - b. Said general liability policy shall name Floyd County Commissioners as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the Owner. Certificates of coverage as required by this section shall be delivered to the Owner within 14 days of execution of contract.

1.14 BID FORM SIGNATURE

- A. Sign Bid Form as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.15 ADDITIONAL BID INFORMATION

- A. Bidders are required to complete the following Bid Form Appendices and submit with Bid.
 - 1. Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.
 - 2. Contractor is responsible for all required permits and licenses.

1.16 BID OPENING

- A. Bids will be opened immediately after time for receipt of Bids. Bidders may be present, but attendance is not required.

1.17 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 calendar days after bid closing date.

1.18 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.

END OF DOCUMENT

SECTION – Managed Wi-Fi

PART 1 - GENERAL

1.1 SUMMARY

Section includes managed Wi-Fi and Infrastructure. Proposal is to provide a modern full coverage Wi-Fi solution for the Floyd County Forum Complex. This system must be designed to support Floyd County employees, and the general public during events. The Forum currently has a dedicated 50 Mbs connection to the internet. This connection may be increased during events that require more bandwidth.

A. PRE-INSTALLATION MEETINGS

B. Pre-installation Conference: Conduct conference at Project site.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Product Data Sheets.

B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Minimum 5 years' experience in installation and service of managed Wi-Fi systems.

B. 3 references of similar installation.

1.6 WARRANTY

A. Service tech must be dispatched within 24 hours of original call to diagnose trouble of system.

1. Warranty Period: Minimum one (1) year from date of Substantial Completion for all equipment.

2. This includes service to replace any equipment failure. The Forum has events 7 days a week so weekend and afterhours support will be needed.

PART 2 - PRODUCTS

2.1 Required Equipment

A. Access Point Specifications:

1. Alcatel-Lucent OmniAccess series.
2. Must include but not limited to 17 access points.
3. Must be 2.4/5 Ghz dual band A/B/G/N/AC compatible.
4. Must be POE.
5. Must have Gigabit connectivity back to the core switch.
6. Must provide 802.11 a/g/n/ac using standard POE.
7. Advanced Cellular Coexistence to reduce interference with 3G/4G networks.
8. Advanced Roaming so users can transfer between Access Points easily while moving through the facility.
9. Must include management software with full tracking capabilities of each Access Point.

B. Network Equipment Specifications:

1. Must include Alcatel OS6450-P24X port layer 3 POE Network Switches for MDF and IDF.
2. Must include a Fortigate 600D security appliance with 3 year comprehensive gateway security suite and 3 year premium content filtering. Connection between the Fortigate and network switches must be a 10-gigabit connection for the network backbone.

C. Network Cabling Specifications:

1. All Network cabling must be Category 6 and terminated via the 468b standard.
2. All cabling in MDF and IDF must be terminated on a vendor provided category 6 patch panel.
3. All Network Cabling will be installed in a neat and orderly fashion with minimal exposure.
4. Must include 12U wall mount rack for equipment in MDF and IDF.
5. Must include Cat6 data drop under the bleachers and by the stage.
6. Must provide Gigabit Connectivity to Access Points and be able to provide a 10GB backbone between switches.
7. MDF and all IDF's must be connected via Minimum 6 strand indoor armored single mode fiber optic cable.
8. All fiber optic cable must be terminated in an industry standard enclosure. With a minimum 6 strands terminated.
9. All fiber optic cable must be single mode.
10. All exposed cabling ran in the Arena must be black in color to match the ceiling.
11. All access points in the Arena must be black (may be painted) to match the ceiling.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Review and verify latest site plans for quantity and placement of all access points and switches.

- B. Review Cables paths needed for complete installation.
- C. Coordinate with Owners on timing of Installation prior to start of installation to work around events.

3.2 INSTALLATION

- A. Vendor will be responsible for providing, installing, and configuring the access points, management software, network cabling, network POE switches, patch panels, patch cables, fiber optic cabling, fiber optic terminations, and any other work necessary to complete the job.
- B. Vendor will provide test results showing coverage area and strength of signal for the entire complex upon completion. Final testing will need to be completed during an event at the forum to stress the system.
- C. Would prefer completion of installation by 5:00 p.m. on January 25, 2017.
- D. Coordinate power requirements with electrician or others.
- E. Coordinate additional requirements with Information Technology Director.

END OF SECTION

BID FORM

To: Floyd County, Georgia
12 East 4th Avenue, Suite 106
Rome, GA 30162

Project: The Forum managed Wi-Fi

Date:

Submitted by:
(full name and address)

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by Floyd County for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

Managed Wi-Fi per Specifications and Drawings \$_____

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within five (5) days of receipt of Notice of Award, which is expected to be on or about January 10, 2017.

- Commence work within five (5) days of written Notice to Proceed.

CONTRACT TIME

If this bid is accepted, we will complete the Work according to the stated Work Schedule.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # Dated

Addendum # Dated

Addendum #.....Dated.....

APPENDICES

A List of Subcontractors is appended hereto and identified as Appendix A.

BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

APPENDIX A - LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form submitted by:

(Bidder)

Dated and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT	NAME

FORMS

FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
12 EAST 4TH AVE. SUITE 106
ROME, GA 30161

(706) 291-5118

FAX (706) 290-6099

BIDDERS INFORMATION

Date of Bid: _____

Bid Name: _____

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days net _____ (discounts will apply if Procurement Card is accepted).

Procurement Card: Will you accept the VISA Procurement Card for this order? _____

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 materials, supplies, or equipment, 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.

This _____ Day of _____, 201_____

Prices to remain firm for Sixty (60) calendar days or _____ calendar days after date of opening. Vendor MUST initial here: _____.

Bidder Information
(Type or Print)

Name and Mailing Address
of where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

(_____) _____
Phone Number

(_____) _____
Phone Number

(_____) _____
Fax Number

Federal ID #

Email _____

Name and Title of Person
authorized to Sign

Name

Title

Signature

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of FLOYD COUNTY, GA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time PRIOR TO DATE AND TIME OF BID OPENING but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Authorized Representative: _____

Signature: _____

Date: _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

ATTACHMENT

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (subVendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Floyd County Board of Commissioners P.O. Box 946 Rome, GA 30161
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : :	or
Employer identification number :	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SAMPLE AGREEMENT

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between FLOYD COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA (“Owner”) and _____ (“Contractor”).
Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows.

ARTICLE 2 – Work is generally described as follows: Provide a modern full coverage WiFi solution for the Floyd County Forum Complex. This system must be designed to support Floyd County employees, and the general public during events. The Forum currently has a dedicated 50 Mbs connection to the internet. This connection may be increased during events that require more bandwidth.

ARTICLE 3 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Managed Wi-Fi System for The Forum.

ARTICLE 4 – ENGINEER

4.01 The Project has been designed by Floyd County MIS, Inc. The Owner will designate a Project Manager to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within _____ calendar days after the Notice to Proceed is issued, and completed and ready for final payment within _____ calendar days after the date the Notice to Proceed is issued. Calendar days do not include documented inclement weather delays, which will be calculated prior to the end of the project and may result in an extension.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 A preliminary Schedule of Values for all of the Work will be submitted. This will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.02.A below:
- A. For all Work included in base bid, a sum of: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of

sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided herein. Floyd County's normal payment cycle is 30 days from invoice date. A retainage of 10% will be withheld from each payment.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work Owner shall pay the remainder of the Contract Price

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Invitation to Bid # 17-0103
 - 3. Addenda
 - 4. Contractor’s Bid Package
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives, which must be in writing and approved in advance by Floyd County Manager and/or Board of Commissioners.
 - b. Change Orders, which must be in writing and approved in advance by Floyd County Manager and/or Board of Commissioners. Any change orders requested by the contractor has to be approved in writing by Floyd County and change orders requested by Floyd County shall be approved in writing by contractor. If either contractor or Floyd County does not approve the change order, the reasons therefore shall be put in writing.
- B. There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 – MISCELLANEOUS

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.05 *Mediation/Arbitration*

- A. The parties agree to attempt to resolve any dispute by first using the Engineer as a mediator to resolve any dispute. If this is unsuccessful, the parties shall engage by agreement an Attorney Certified Mediator and engage in mediation, and shall split the costs thereof unless otherwise agreed to in mediation. If mediation is not successful, either party may initiate arbitration in accordance with the American Arbitration Association ("AAA") conducted in Floyd County,

Georgia. Whenever an arbitratable dispute arises the parties shall use their best efforts to agree upon an independent third-party arbitrator within fourteen (14) days with due regard in the selection process for the nature of the dispute and the circumstances regarding same. In the event the parties are unable to agree on the selection of such an arbitrator, either party may then submit the dispute to the AAA for arbitration in accordance with the Rules then in effect before an arbitrator selected by petition to the AAA. Judgment upon the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.

SAMPLE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

FLOYD COUNTY, GEORGIA

By: _____

By: _____

Larry Maxey

Printed or Typed Name

Printed or Typed Name

Title: Chairman

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: Clerk

Title: _____

Printed or Typed Name

Printed or Typed Name

Address for giving notices:

Address for giving notices:

Floyd County Board of Commissioners

12 East 4th Ave., Suite 209

Rome, GA 30161

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

PROJECT DRAWINGS

GENERAL NOTES

1. ALL RECEPTACLES @ 18" A.F.F. UNLESS NOTED OTHERWISE.
2. ALL ELECTRICAL AND VOICE/DATA COVERPLATES TO MATCH EXISTING.
3. PRIOR TO ROUGH-IN, CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL WIRING DEVICES WITH MILL WORK ELEVATIONS TO AVOID CONFLICTS WITH CASEWORK, COUNTER TOPS, DOOR SWINGS, ETC. WHERE CONFLICTS OCCUR, CONTRACTOR SHALL CONTACT ARCHITECT FOR RESOLUTION.

KEY NOTES

- ① NEW FAUCETS TO BE DELTA FAUCET, TRINSIC, SINGLE HANDLE LAVATORY FAUCET - LESS POP UP, MODEL # 559LF-SSLPU, STAINLESS FINISH.
- ② PROVIDE OUTLET, TV CONNECTION, AND VOICE DATADROP FOR WALL MOUNT TELEVISION. HEIGHT TO BE DETERMINED IN FIELD BY OWNER.

EQUIPMENT PLAN LEGEND

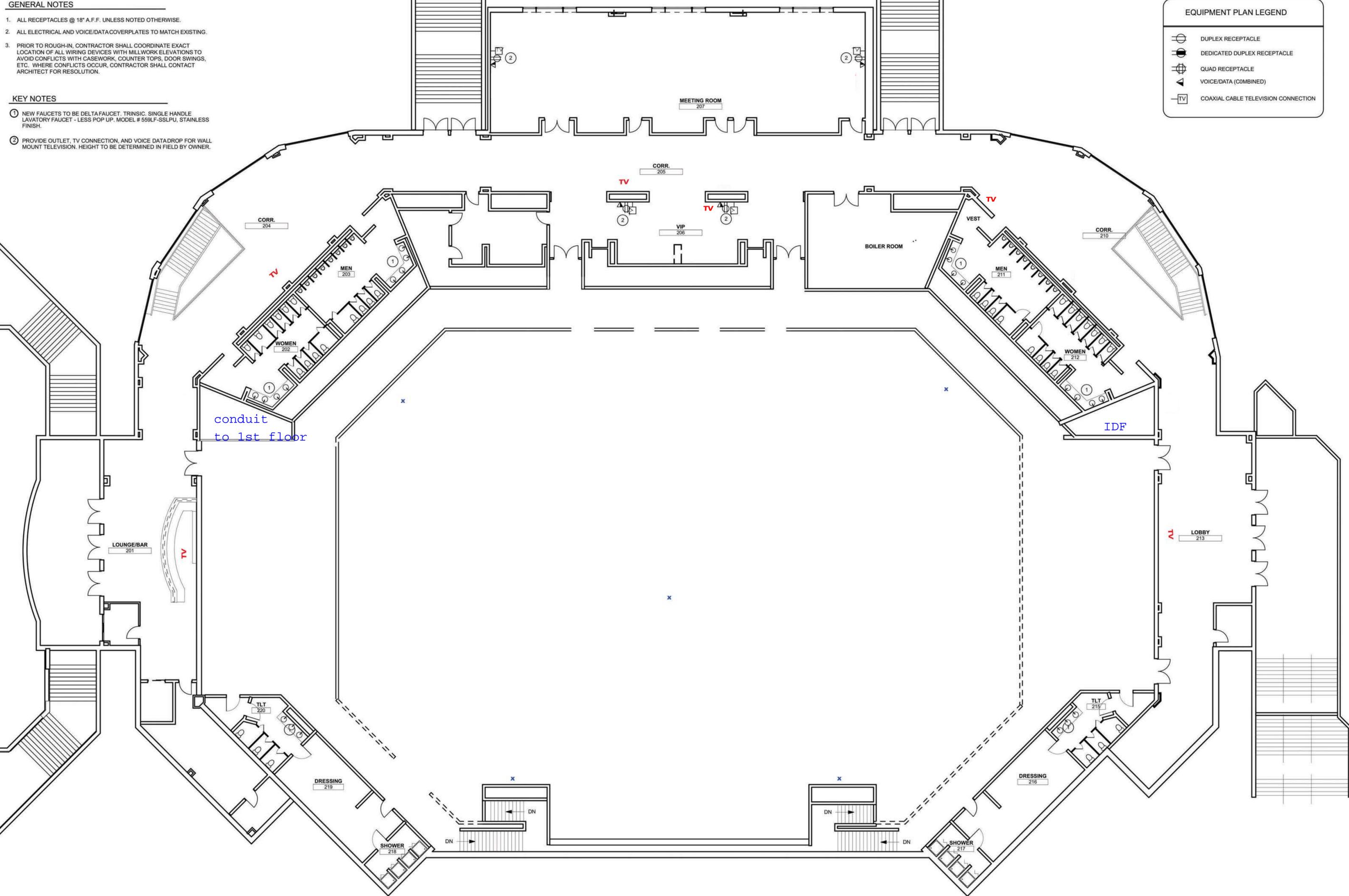
-  DUPLEX RECEPTACLE
-  DEDICATED DUPLEX RECEPTACLE
-  QUAD RECEPTACLE
-  VOICE/DATA (COMBINED)
-  COAXIAL CABLE TELEVISION CONNECTION



PEACOCK architects

5525 INTERSTATE NORTH PKWY
ATLANTA GEORGIA 30328
404 - 214 - 5200 PHON
404 - 214 - 5208 FAX

THE FORUM
301 TRIBUNE STREET
ROME, GA 30161



DATE	REVISION

PROJECT NO:
420.01.01
DATE:
9/2/2016
DRAWING TITLE:
SECOND FLOOR EQUIPMENT PLAN

A3.41

THIS DRAWING AND ANY REPRODUCTIONS ARE THE PROPERTY AND COPYRIGHT OF PEACOCK ARCHITECTS, INC. AND MAY NOT BE USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PEACOCK ARCHITECTS, INC.