



**FLOYD COUNTY, GEORGIA
REQUEST FOR PROPOSAL**

PROPOSAL 17-1030

**MANDATORY SITE VISIT, 2 PM, 10/18/2017
FLOYD COUNTY NETWORK SWITCHES
AND MANAGEMENT SOFTWARE**

**CLOSING DATE: 11:00 A.M.,
October 30, 2017**

Proposals must be submitted to:
Floyd County Purchasing Department
12 E. 4th Ave
Rome, Ga 30161

Project Overview and Administrative Information

Purpose of the Request for Proposal (RFP)

The Floyd County Board of Commissioners is soliciting proposals from qualified service providers to provide network switches, for the attached network diagrams and parts lists, along with management software and training

for this equipment and data closet clean up. Vendor may select either the Alcatel or Cisco solution. The solution must provide 10Gig between locations specified on the diagrams.

While every effort has been made to ensure the accuracy and completeness of information in the RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the County.

General Requirements

Proposals MUST be submitted in the format prescribed herein. Failure to comply with the directions listed in this RFP or omission of requested information could result in disqualification of your firm's proposal.

1. Proposals are to be submitted in a sealed envelope, clearly marked in the lower left-hand corner **“Network Switches and Management Software, Proposal 17-1030”**
2. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
3. The vendor shall submit a “Proposal” consisting of the following:
 - a. One (1) separately sealed original Proposal (clearly marked as original)
 - b. The signed Non-Collusion Affidavit in hard-copy;
 - c. Three (3) sealed copies of the Proposal;
 - d. Two Compact Discs (CDs) or Digital Versatile/Video Discs (DVDs) containing:
 1. The Proposal sanitized of any pricing information in either Word or PDF format,
 2. The Contracting firm and third party contracting firm references on forms supplied in this RFP in Word format; and
 - e. One (1) separately sealed envelope (clearly marked as pricing information) containing
 1. One (1) hard copy of the pricing information and
 2. Two (2) electronic copies of the pricing information on either CD or DVD.
4. All “Proposal” documentation shall be submitted to the Floyd County Purchasing Department, 12 E. 4th Ave.; Rome, GA 30161 prior to 11:00 A.M. Local Time, October 30, 2017, at which time the names of submitting firms will be read aloud; interested parties and the general public are invited to attend.
5. It is the respondent's sole responsibility to ensure that its proposal is received by the submission deadline, whether delivered in person or sent by delivery service. The postmark date on a mailed proposal will not be considered with respect to timeliness of submission or receipt.
6. Proposals received after the date and time specified by the time clock in the Floyd County Purchasing Department will not be considered and will be returned to the sender unopened.
7. Faxed or emailed Proposals and Pricing Information will not be accepted.
8. All proposals must be signed by a corporate official authorized to obligate the organization to the commitments contained in the proposal.
9. A proposal can be withdrawn by the vendor at any time prior to the closing date and time. A written request must be executed by respondent or duly authorized representative. Such a request must be submitted to: Bill Gilliland, Director, Floyd County Purchasing Department, 12 E. 4th Ave.; Rome, GA 30161. The withdrawal of

a proposal will not prejudice your right to submit a new proposal prior to the deadline. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one year, to provide the County with the services specified in the proposal.

10. The Floyd County Board of Commissioners reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Floyd County Board of Commissioner on such matters shall be final.

ALL QUESTIONS are to be directed to: Bill Gilliland, Director, Floyd County Purchasing Department, 12 E. 4th Ave.; Rome, GA 30161; or gillilandb@floydcountyga.org. Questions are to be received not later than 5:00pm, October 23, 2017. All questions and responses to substantive questions will be posted on the County website www.romefloyd.com. It is the responsibility of interested firms to visit the site regularly to obtain any new information that may be made available.

Many individual scope line items, while not specifically stated as such, are mandatory core requirements for the new system. The purpose of the scoring is to present the process Floyd County will utilize to objectively rank all vendor submissions, not to identify all mandatory requirements of the new system. Vendors not offering mandatory functionality in their solution may be removed from consideration.

Proposals and Pricing Information received will become the property of Floyd County and shall be used as the County sees fit. All information contained in the Proposals and Pricing Information will remain confidential until after the award and signing of contract. Floyd County reserves the right to cancel the Request for Proposals or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of Floyd County.

Cost of Proposal

Floyd County assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting Proposals and Pricing Information, or any work in connection therewith will be borne by the submitting firm or team of firms.

Projected Schedule of Events

Project Schedule of Events

Activity	Time EDT (Eastern Daylight Time)	Date (MM/DD/YYCC)
Release of RFP		10/11/2017
Mandatory site visit	2:00 P.M.	10/18/2017
Questions Due Date	5:00 P.M.	10/23/2017
Proposal Deadline	11:00 A.M.	10/30/2017
Anticipated Award		11/14/2017
Anticipated Start		11/16/2017

Mandatory Site Visit

A mandatory site visit will be held in the Purchasing Department Conference Room, Floyd County Administration building at 12 E 4th Ave, Suite 106, at 2pm. After a brief discussion there will be a tour of all major facilities.

Proposal Guidelines

The strategic objective of this RFP is to solicit a proposal from qualified service providers that will satisfy the needs of all the County agencies. This RFP seeks assurance that the selected Prime Service Provider and any sub-contractors have:

1. A proven track record for performing similar services as outlined in this RFP
2. A proven track record for user support and delivery of professional services
3. High degree of dependability/reliability/accuracy in performing similar services as outlined in the RFP
4. Comprehensive services when providing a solution
5. Cost effectiveness when providing a solution
6. Responsiveness to the client
7. Financial solvency
8. Commitment towards continuing updates and enhancements.

The Service Provider is expected to present development services and technical expertise to meet the project's business and technical objectives, needs and requirements as defined in this RFP.

Proposal Content

Company Information

Letter of Transmittal

The Transmittal Letter must be submitted on bidder's letterhead and signed by a person authorized to commit bidder's organization to its representations.

The person signing the proposal must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a proposal; or
2. An individual authorized to bind contractor as reflected by an accompanying corporate resolution, certificate or affidavit
3. Proposals received that do not contain the original transmittal letter executed by the proper authority may be rejected.

Firm Information – to be included in transmittal letter

Shall include Company Name, address, contact name, telephone number, facsimile number, how long in business, disclose whether it or any team members have ever had a voluntary or involuntary Bankruptcy Petition. The firm should similarly disclose whether it or any team member is in default on any loan agreement or financing agreement with any bank, financial institution or other entity.

Experience of the Firm

Provide introductory information about the Bidder's background, organization, platform, products, services, and corporate structure. Bidder must have successfully implemented similar projects and must include at least three projects as references, including:

1. Date of implementation
2. Description of the project
3. Name and contact information of reference to contact

Non-Collusion Affidavit – The attached non-collusion affidavit must be duly filled in and returned as part of the Proposal submittal. Omission of the non-collusion affidavit could result in disqualification of your team's Proposal.

Selection Process and Criteria

The Selection Committee will review each Proposal received utilizing the following criteria.

Floyd County reserves the right to retain all proposals submitted and to use any idea in any proposal regardless of whether that proposal is selected.

1. Adherence to minimum requirements
2. Financial stability and experience
3. References
4. Cost

All responses will be screened for minimum requirements outlined in the RFP. Responses from Prime Service Providers not meeting the minimum requirements will be omitted from further consideration.

An evaluation committee will then score the RFP response from the following criteria

Scoring Criteria

Initial Proposal Scoring Criteria	
Vendor Information	10%
Cost of equipment, services and management software	30%
Functional Requirements	50%
References / Prior Installations	10%

Failure to provide any portion of the requested information may result in the qualifications package being declared non-responsive. Floyd County reserves the right to reject any and all of the firms submitting.

The selection committee will make a recommendation of a firm to select. Floyd County intends to negotiate and execute a contract with the selected firm prior to beginning the project. Should contract negotiations fail, the County may enter into negotiations with one of the other highly ranked firms.

Open Records

The contents of the proposals will not be made public until after an award and contract has been executed.

Assignment of Contractual Rights

It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent by the County.

Standard Terms and Conditions

The Appendix contains the Floyd County standard terms and conditions under which the selected design firm will be expected to carry out the required professional services.

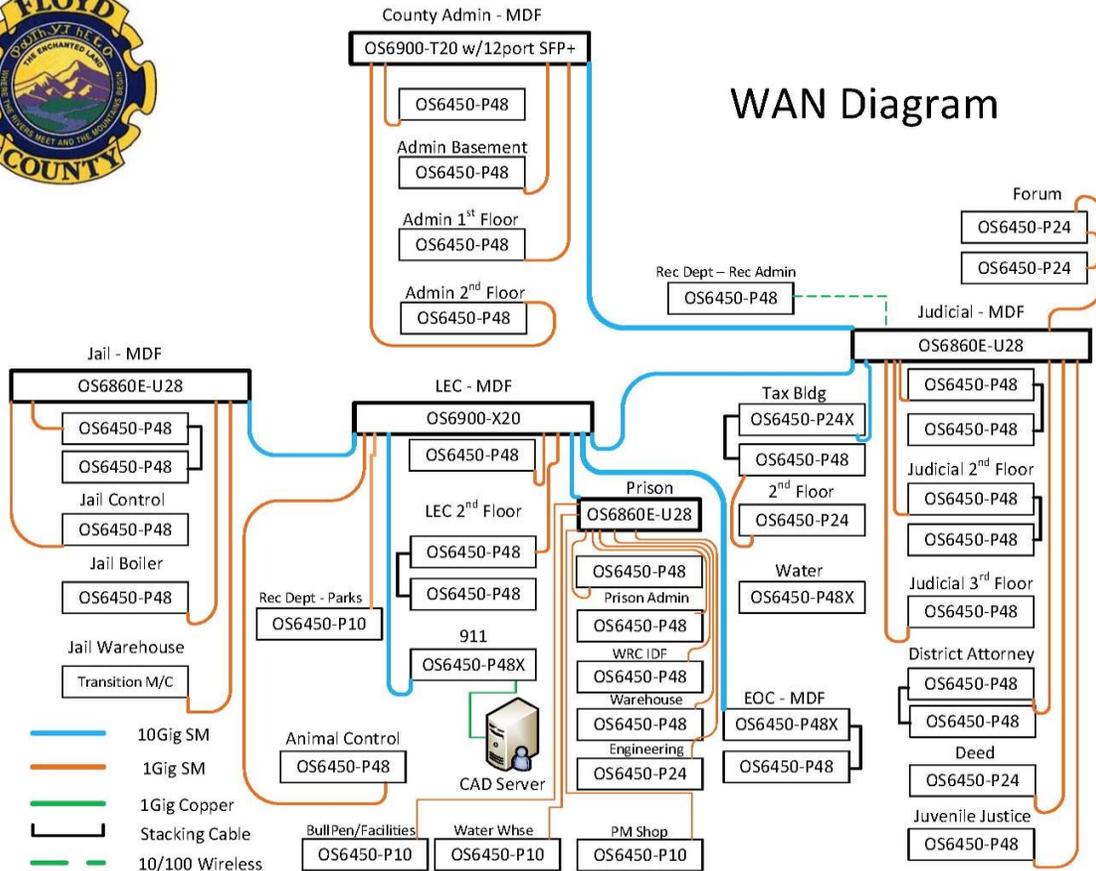
Requirements:

Project detail need to include all equipment and management software for the attached network diagrams and parts lists. **The vendor may select a configuration using all Cisco or all Alcatel equipment only.** We have tried to include all equipment, and cabling needed. If you see other equipment or services needed for a turn-key job, it must be part of your solution.

- The solution must provide 10Gig between locations specified.
- List equipment, the cost of installation and configuration equipment, along with closet clean up.
- Vendor will configure all switches to handle our multiple VLANS and trunking to Cisco 3750 running IP Services and Alcatel OS6450.
- Vendor will provide training for configuring each type of switch.
- All switches must include next day replacement support.
- Vendor must keep at least 1 of each model of switch in stock for us to use in case of equipment failure until the next day replacement arrives.
- Vendor must be able to deliver spare items within 2 hours of call.
- Installation for most locations will require after hours or weekends.
- No substitutions are permitted.
- Must have equipment before December 30, 2017.

Appendix A – Network Diagrams and Parts Lists

Alcatel diagram & Parts List



Quantity Description

County Admin

- 1 OS6900-T20: 10Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 20 10GBase-T ports, one optional module slot. Back to front cooling.
 - 1 OS-XNI-U12: 10Gigabit Ethernet Optional Module for the OS6900 series of switches with 12 SFP+ ports that support 1Gig and 10Gig transceivers
 - 4 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
 - 8 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
 - 1 SFP 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- Closet Cleanup -Wire Management, Patch Cables, & Labor

Judicial

- 1 OS6860E-U28: Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 28 100/1000 Base-X SFP ports, 4 fixed SFP+ (1G/10G) ports, USB, EMP, and t
- 8 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 6 Optional 10 Gigabit SFP+ stacking module. Supports 2xSFP+ 10 Gigabit ports. Inserts into the 6450 expansion slot at the rear of the OS6450 chassis. Order stac
- 3 OS6450 60 centimeters long SFP+ direct stacking cable for OS6450 24 and 48 port models
- 12 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
- 4 SFP 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 OS6450-P24: Gigabit Ethernet chassis in a 1U form factor with 24 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 1 Fiber Run from Deed Room to Data closet
- 1 Fiber Run from Juvenile Court to 2nd Floor Data closet
- 1 Closet Cleanup -Wire Management, Patch Cables, & Labor

Jail

- OS6860E-U28: Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 28 100/1000 Base-X SFP ports, 4 fixed SFP+ (1G/10G) ports, USB, EMP, and t
- 1 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 4 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 SFP 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 Transition Networks 2 port FO & 4 port Copper Gig Media Converter
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

LEC

- OS6900-X20: 10Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 20 SFP+ ports, one optional module slot. Front to back cooling. The chass
- 1 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 3 Optional 10 Gigabit SFP+ stacking module. Supports 2xSFP+ 10 Gigabit ports. Inserts into the 6450 expansion slot at the rear of the OS6450 chassis. Order stac
- 2 OS6450 60 centimeters long SFP+ direct stacking cable for OS6450 24 and 48 port models
- 6 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
- 5 SFP 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

911

- OS6450-P48X: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G) ports and one expansion slot
- 1 SFP 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 Closet Cleanup -Wire Management, Patch Cables, & Labor

Water Department

- OS6450-P48X: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G) ports and one expansion slot
- 1 SFP 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 Closet Cleanup -Wire Management, Patch Cables, & Labor

Tax Building

- OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G) ports and one expansion slot
- 1 OS6450-P24X: Gigabit Ethernet chassis in a 1U form factor with 24 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 1 OS6450-P24: Gigabit Ethernet chassis in a 1U form factor with 24 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 2 Optional 10 Gigabit SFP+ stacking module. Supports 2xSFP+ 10 Gigabit ports. Inserts into the 6450 expansion slot at the rear of the OS6450 chassis. Order stac
- 1 OS6450 60 centimeters long SFP+ direct stacking cable for OS6450 24 and 48 port models
- 1 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 2 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

Forum

- 2 OS6450-P24: Gigabit Ethernet chassis in a 1U form factor with 24 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 2 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]

Animal Control

- 1 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 2 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]

Rec. Dept -Parks Division

- 1 OS6450-P10: Gigabit Ethernet chassis in a 1U form factor with 10 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 1 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 Closet Cleanup -Wire Management, Patch Cables, & Labor

Rec. Dept -Rec. Administration

- 1 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 1 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]

Prison/Pub Works Camp

- 1 OS6860E-U28: Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 28 100/1000 Base-X SFP ports, 4 fixed SFP+ (1G/10G) ports, USB, EMP, and t
- 4 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 1 OS6450-P24: Gigabit Ethernet chassis in a 1U form factor with 24 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 3 OS6450-P10 Gigabit Ethernet standalone chassis provides 8 PoE RJ-45 10/100/1000 BaseT, 2 SFP/RJ-45 10/100/1000 BaseT or 100/1000 BaseX combo and 2 SFP Gigabit u
- 1 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]
- 14 Gig SFP 1000Base-LX 1310nm (Duplex LC) [10 km/6.2 mi.]
- 1 Prison Closet Cleanup -Wire Management, Patch Cables, & Labor

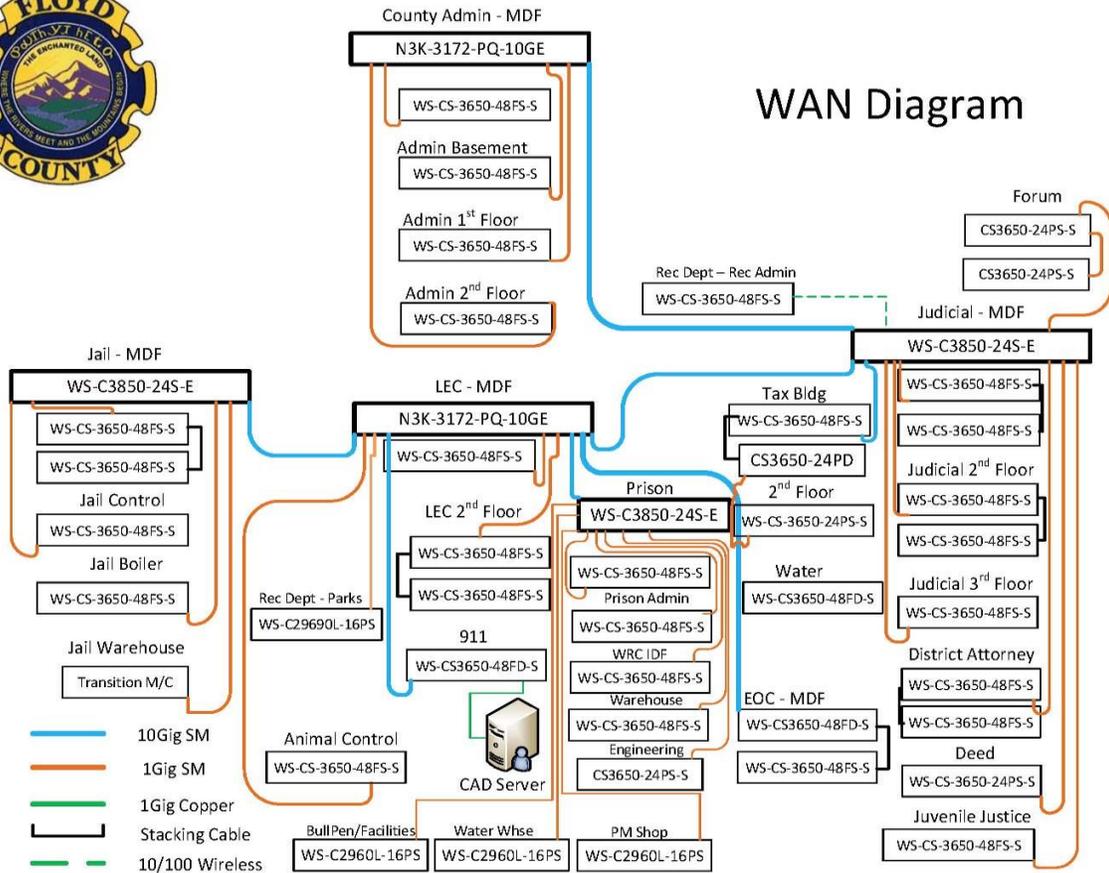
EOC

- 1 OS6450-P48X: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G) ports and one expansion slot
- 1 OS6450-P48: Gigabit Ethernet chassis in a 1U form factor with 48 PoE 10/100/1000 BaseT ports, 2 fixed SFP+ (1G/10G*) ports and one expansion slot
- 2 Optional 10 Gigabit SFP+ stacking module. Supports 2xSFP+ 10 Gigabit ports. Inserts into the 6450 expansion slot at the rear of the OS6450 chassis. Order stac
- 1 OS6450 60 centimeters long SFP+ direct stacking cable for OS6450 24 and 48 port models
- 1 10GBase-LR 1310nm (Duplex LC) [10 km/6.2 mi.]

Network Management Software

Alcatel-Lucent OmniVista Software supporting up to 50 ALU ENTERPRISE devices AND 10 x 3RD PARTY devices. 1 x license count per ALU switch in stack/VC configs

Cisco diagram & Parts List



Cisco Parts List

QTY

Description

County Admin

- 1 Cisco Nexus N3K-C317TQ 32 10 GIG Bast T ports and 6 QSFP+ ports IP services firmware QSFP-4SFP10G-CU3M cable for 10 G CVR-QSFP-SFP10G SFP to QSFP
 - 4 WS-CS3650-48FS with appropriate fiber modules
 - 8 SFP 1000 Base-LX single mode
 - 1 SFP 10Gig single mode
- Closet Cleanup -Wire Management, Patch Cables, & Labor

Judicial

- 1 Cisco WS-C3850-24S-E IP services firmware

- Cisco WS-C3850-NM-2-10G
- 8 WS-CS3650-48FS with appropriate fiber modules
- 6 Stacking modules
- 1 ws-C3650-24PS-s
- 12 SFP 1000 Base-LX single mode
- 4 SFP 10Gig single mode
- 1 Fiber run from the 1st floor mdf to the Deed Rm
- 1 Fiber run from the 2nd floor mdf to the Juvenile Justice Rm
- Network Closet clean up in the 1st floor MDF
- Patch Cables, & Labor

Jail

- 1 Cisco WS-C3850-24S-E IP services firmware
- Cisco WS-C3850-NM-2-10G
- 1 SFP 10Gig single mode
- 4 WS-CS3650-48FS with appropriate fiber modules
- 8 SFP 1000 Base-LX single mode
- 1 Transition Networks 2 port FO & 4 port Copper Gig Media Converter
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

LEC

- 1 Cisco Nexus N3k-3172PQ-10GE IP services firmware
- Nexus 3172P 48 10G SFP ports
- QSFP-4SFP10G-CU3M cable for 10 G
- CVR-QSFP-SFP10G SFP to QSFP
- 3 WS-CS3650-48FS with appropriate fiber modules
- 2 Stacking modules
- 6 SFP 1000 Base-LX single mode
- 5 SFP 10Gig single mode
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

911

- 1 WS-CS3650-48FD with appropriate fiber modules
- 1 SFP 10Gig single mode
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

Water Dept

- 1 WS-CS3650-48FD with appropriate fiber modules
- 1 SFP 10Gig single mode
- 1 Closet Cleanup -Wire Management, Patch Cables, & Labor

Tax

- 1 WS-CS3650-48FS with appropriate fiber modules with Stacking

- 1 SFP 10Gig single mode
- 1 ws-C3650-24PD with stacking
- 2 SFP 1000 Base-LX single mode
- 1 WS-CS3650-24PS-s with appropriate fiber modules
- 2 Closet Cleanup -Wire Management, Patch Cables, & Labor

Forum

- 2 WS-CS3650-24PD with appropriate fiber modules
- 2 SFP 1000 Base-LX single mode

Animal Control

- 1 WS-CS3650-48PD with appropriate fiber modules IP Services firmware
- 2 SFP 1000 Base-LX single mode

Rec Depart Parks Division

- 1 WS-C2960-16PS-II with fiber module
- 1 SFP 1000 Base-LX single mode

Rec Dept Admin

- 1 WS-CS3650-48FS with appropriate fiber modules
- 1 SFP 1000 Base-LX single mode

Prison/ pub works camp

- 1 Cisco WS-C3850-24S-E IP services firmware
- 1 Cisco WS-C3850-NM-2-10G
- 4 WS-CS3650-48FS with appropriate fiber modules
- 3 WS-C2960-16PS-II with fiber module
- 1 ws-C3650-24PS-s with 1 gig fiber module single mode
- 14 SFP 1000 Base-LX single mode
- 1 SFP 10Gig single mode
- 1 Prison Closet Cleanup -Wire Management, Patch Cables, & Labor

EOC

- 1 WS-CS3650-48FD with appropriate 10 gig fiber modules with Stacking IP Services firmware
- 1 WS-CS3650-48FD with appropriate 1 gig fiber modules with Stacking IP Services firmware
- 1 SFP 10Gig single mode
- 6 SFP 1000 Base-LX single mode

Network Management Software with gui interface

Appendix B – Business Relationship Requirements

Bidders are required to meet the business relationship requirements as identified herein. The intent of this section is to inform bidders of the expectations for their conduct during the duration of their relationship with Floyd County, from the initial implementation to the ongoing support relationship.

The County needs a partner that has experience in this area and that can execute a strategy that will result in a self-sufficient staff comprised of mostly Floyd County employees. To address how staffing, training and knowledge transfer issues can be minimized within the new solution, the proposed solution must ensure that:

1. Appropriate Contractor staffing occurs. Floyd County desires to have well-trained Contractor representatives on site who have a commitment to the knowledge transfer process.
2. Contractors are encouraged to select a staff that will be committed to this project. Constant churning of Contractor representatives would be considered disruptive and not in the best interests of the project.
3. The County understands that many Contractors utilize subcontractors to supplement staffing needs, but the Contractor should strive to have any representatives perform in a consistent, professional manner.
4. Project plans should contain explicit tasks for training and knowledge transfer activities.
5. Floyd County staff is expected to impart industry knowledge where appropriate to the Contractor's staff.

Appendix C - Floyd County Standard Terms and Conditions

CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (7) seven calendar days prior to the time set for opening of the bids.

FOB POINT: Bid price to include shipping, packing, crating and unloading at address in Bid Schedule. Title to remain with vendor until fully accepted by county. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain property of vendor until replaced or removed at County's direction.

RISK OF LOSS: Vendor agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release vendor from any obligation.

DELIVERY TIME: Specify on Bid Schedule the delivery time you are able to meet for items listed in Bid Schedule. Failure to meet stated delivery times may be grounds for cancellation of order.

BID ACCEPTANCE TIME: Bids requiring acceptance by the county in less than (60) sixty calendar days could be rejected, unless so stated on "Bidder's Response Page" and accepted by the county.

WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of

withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) Sixty days after time has been called on the date of opening.

SUBSTITUTIONS: Substitutions of other brands is not allowed.

AWARD: For all contracts established through a Bid/Proposal the award will be made to the lowest responsible bidder meeting all specifications and whose bid is responsive to the Bid/Proposal. This is the bidder who submits the lowest price, whose bid meets the specifications, who agrees to contract terms and conditions with Floyd County, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid.

EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the firm to all terms, conditions and specifications set forth in this invitation. Firms whose bids do not conform should so note on separate page if necessary and/or on Bid Schedule. While the county reserves the right to make an award to a nonconforming bidder when in the best interest of the county, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the county unless incorporated in an award resulting from this invitation and so stated.

BID RESULTS: A summary of firms submitting Proposals will be posted on the Floyd County Website **www.romefloyd.com**. Once an award is made pricing and award information will be posted. Any party desiring more detailed information than is posted on line may request information in writing via e-mail to: **Bill Gilliland, gillilandb@floydcountyga.org**.

ANTI DISCRIMINATION CLAUSE: Floyd County does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided.”

APPROPRIATION OF FUNDS: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise un-obligated funds available to satisfy the County’s obligations under said contract(s).

REGULATORY AGENCIES: Successful bidder will be responsible for acquisition and payment of all permits or license required by any regulatory agency of the city, county, state or federal governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).

INDEPENDENT CONTRACTORS: The bidder represents to Floyd County that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Floyd County and nothing contained in this Invitation to Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents

or subcontractors as a partner, employee, servant or agent of the county nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that successful bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the county.

QUESTIONS: All questions concerning this invitation should be directed to the Purchasing Director, Bill Gilliland via email at gillilandb@floydcountyga.org.

REJECTION OF BIDS/PROPOSALS: The Floyd County Board of Commissioner's reserves the right to reject any and all bids/proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement.

PAYMENT ON CONTRACTS: Payment for the equipment will be made when the equipment is delivered. The remaining payment will be paid within thirty (30) days of final acceptance or receipt of correct invoice, whichever is later after acceptance by the County: Bidders should inspect the site to ascertain the nature and location of the work and the general conditions, which could affect the work or the cost thereof. The county will assume no responsibility for representations or understandings concerning conditions made by any of its Officers or Employees unless included in the Invitation to Bid/Proposal.

AFFIDAVIT: The bidder will be required to execute an Affidavit of Non-Collusion and other documents and submit them with Bid Documents.

EXECUTION OF CONTRACT: Subsequent to the award the successful bidder will be presented with a contract and other applicable forms. The successful bidder shall execute and return the contract and forms within ten (10) days of presentation together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful bidder, the date of presentation shall be deemed the postmark date. The bid of the successful bidder and the Invitation to Bid shall be incorporated into the contract, except to the extent that this Invitation to Bid conflicts with the contract, in case the provisions of the contract differ from the Invitation, the contract shall have precedence. Copy of the contract are attached to Bid Documents for review.

COMPLETION TIME: Project is to be completed within the time frame established in the Invitation to Bid and accepted by the County. Work shall be completed as bid, in the manner with the specifications bid. In the event that the contract is not completed within the time provided, bidder shall pay to the County, not as a penalty, but as liquidated damages, a set sum per day as stated in the contract, for each and every day beyond said completion day.

INSPECTION OF RECORDS: The records of the Purchasing Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Office.

Bidders/offerors are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential,” “Proprietary,” or in any other manner will not protect this material from public inspection upon request.

There will be a charge assessed to any vendor requesting copies of records.

Floyd County does not discriminate against any person because of race, color, religion, national origin, sex, age, or handicapped individuals in employment, services provided, or contracts awarded.

Appendix D - Non-Collusion Affidavit

BID DATE:

PROJECT DESCRIPTION:

STATE OF GEORGIA }

COUNTY OF FLOYD }

_____ being first duly sworn, deposes and says

that he is _____ (sole owner, a partner, president secretary, etc.)

of _____ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Floyd County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof

Affiant: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Notary Public

My Commission Expires _____ 20__

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)

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 11 am, **October 30, 2017** 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: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER _____

SIGNATURE _____

TITLE _____

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 suppliers 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.	

Revised 08/22/2017

FLOYD 2017

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 sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (sub-Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor'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: _____