



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

March 28, 2022

Subject: Request for Quotes #2078-A: Traffic Signal Maintenance

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 3:00 p.m., Monday, April 4, 2022.

Quotes will be accepted until 3:00pm, Monday, April 11, 2022. Please provide your quote and other information via email to Sherry White, Contract Administrator at swhite@fayettecountyga.gov or fax to (770) 719-5544.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS
RFQ #2078-A Traffic Signal Maintenance

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful responder.” The term “county” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the county, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** Each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the county in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the county may disqualify the quotes from that responder, at the county’s option.
7. **Defects or Irregularities:** The county reserves the right to waive any defect or irregularity in any quote received. In case of an error in extension of prices or totals in the quote, the unit prices shall govern.
8. **Brand Name:** If items in this request for quote have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
10. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This

will be an indefinite-quantity type contract, with county requirements fulfilled on an “as ordered” basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves the right to order larger or smaller quantities at the prices stated in the quote.

11. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the “Exceptions to Specifications” sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
12. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without collusion or fraud.
13. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

14. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.
15. **Partial Award:** The county reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the county. Responders may restrict their offers to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the “Exceptions to Specifications” sheet included in the request for quotes. Responders who do not restrict

consideration of their offers in this manner shall be expected to accept any portion of the award. The county reserves the right to award multiple contracts for the products or services sought by this request for quotes.

16. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
17. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
18. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the county may reveal any trade secret materials contained in the quote to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
19. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any responder prior to the county issuing the Notice to Proceed.
20. **Term of Contract:** The term of this agreement shall begin on July 1, 2022 and continue through June 30, 2023. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
21. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
22. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

- 23. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
- 24. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.
- 25. **Indemnification:** The contractor shall, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.
- 26. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 27. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
- 28. **Inspection and Acceptance of Deliveries:** The county reserves the right to inspect all goods

and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

29. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
30. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion.
31. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
32. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

RFQ #2078-A Traffic Signal Maintenance

Company information – on the form provided

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

Pricing sheet

List of exceptions, if any – on the form provided

References – on form provided

Addenda, signed, if any are issued

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2078-A Traffic Signal Maintenance

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

E-mail Address: _____

REFERENCES
RFQ #2078-A Traffic Signal Maintenance

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFQ #2078-A Traffic Signal Maintenance
Name of Project

Fayette County

Name of Public Employer

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

Executed on _____, _____, 20____ 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 _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

SCOPE AND SPECIFICATION
RFQ #2078-A Traffic Signal Maintenance

INTRODUCTION

Fayette County is seeking a qualified Contractor to provide quarterly and annual maintenance and to provide on-call services for one signal and one flashing beacon.

SCOPE OF WORK

PART – 1: MAINTENANCE

The Contractor shall provide ongoing and regular emergency, routine, and preventative maintenance repairs of the County's traffic signal equipment, associated lighting, and other pertinent apparatus by duly trained and qualified personnel.

The services provided by the Contractor will include the following provision:

- Basic (Quarterly and Annual) preventative maintenance services on an ongoing basis.
- Annual vacuum and cleaning of all cabinets.
- Repair or replacement of signal control devices.
- Warranty service for any and all equipment supplied by Contractor.
- Advance notification to County staff of planned service, which require intersection shutdowns or impacts to traffic.
- Submission to County of accurately maintained and detailed inventory records.
- Submission to County of quarterly and annual preventative maintenance forms.
- Submission to County of accurate activity reports and records.
- Professional and diligent performance of contract requirements.

A. QUARTERLY PREVENTATIVE MAINTENANCE PROGRAM

The quarterly preventative maintenance program will consist of the following tasks:

1. Controller Cabinet
 - Check ground fault receptacle
 - General Appearance
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests

2. Signal Controller
 - Visually inspect for proper operation
 - Controller display working
 - Proper timing and coordination
 - All phases on recall
3. Detectors and Loops
 - Visually inspect for exposed wires, crack, and/or pot holes
 - Check and tune detector amplifiers
4. Signal & Pedestrian Heads
 - Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
 - Check overall intersection operation
 - Check that all pedestrian signals are in good condition and aimed properly
 - Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
5. Pedestrian Push Buttons
 - Visually inspect and note condition
 - Actuate each button for proper operation
6. Radio Communication (where applicable)
 - Check operation – is timing clock correct
 - Visually Inspect cables, antenna, and other hardware
7. Pre-Emption (where applicable)
 - Actuate pre-empt to check operation
 - Visually inspect cables, antenna, and other hardware
8. Battery Backup Systems
 - Test battery charge
9. Miscellaneous
 - Check PG&E meter seal
 - Inspect pull box lids
 - Visually inspect mast arms, signal housings, and other signal hardware
10. Night Inspections
 - Traffic signal heads
 - Pedestrian signal heads
 - Beacons
 - Luminaires

B. ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

The annual preventative maintenance program will consist of the following tasks:

1. Controller Cabinet

- Visually inspect ventilation filter
 - Check wire schematics and records to make sure they are in the cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
 - Inspect terminal blocks
 - Lubricate hinges and lock when necessary
 - Replace cabinet air filter
 - Check and replace (if necessary) weatherproof gasket seal
2. Road/Loop Condition
- Loop Sealant
3. Signal Heads
- Visually check integrity of splices
 - Visually check for wear and function on electromechanical controllers
 - Check overall intersection operation
4. Signal System Assessment
- Check load switches
 - Perform conflict monitor test and submit printout to County
 - Check relays
 - Check for water accumulation and duct sealant
 - Check all connectors
 - Clean and polish all lenses and reflectors
 - Perform LED intensity evaluation for output compliance and replace LEDs as necessary
 - Perform integrity test on all hardwire interconnect lines
 - Inspect and align antennas for remote monitoring
5. Miscellaneous
- Condition of paint (frameworks, heads, cabinet, poles, and other appurtenances)
 - Anchor bolts tightened

PART – 2: ON-CALL SERVICES

Throughout the term of this agreement, the Contractor shall provide and maintain emergency service response on a 24-hour, 365-day cycle, including all holidays. All personnel for Contractor shall be dispatched and have continuous communication access through two-way radio, pager, and/or cellular phone. The response time for initial evaluation, safety, and clean-up tasks is sixty (60) minutes from notification on weekdays (7:00 A.M. to 5:00 P.M.), and ninety (90) minutes on weekday evenings (5:00 P.M. to 7:00 A.M.), weekends, and holidays. The outside time limit for follow-up action is four (4) hours from notification. In cases of major malfunction and/or damage, the Contractor shall contact the Director of the Road Department designee to receive further direction.

The Contractor shall follow MUTCD standards for traffic control and lane closures at all times while working on any County right-of-way. All vehicles that are used by the Contractor shall have the Contractor's identification markings. In addition, all Contractor's employees while working on a County service call shall wear Contractor's uniform and carry personal identification cards.

- Respond and make corrective action to all daytime service requests within 60 minutes weekdays (7:00 A.M. to 5:00 P.M.) and 90 minutes on weekday evenings (5:00 P.M. to 7:00 A.M.), weekends, and holidays.
- Verification to County staff that emergency work has been completed.

PRICING SHEET
RFQ #2078-A Traffic Signal Maintenance

Responder agrees to perform all the work described in the Contract documents for the following prices:

PART 1: MAINTENANCE

DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
ROUTINE MAINTENANCE	4	QUARTER	\$ per qtr.	\$
ANNUAL MAINTENANCE	1	YEARLY		\$
TOTAL PRICE FOR PART 1				

PART 2: ON-CALL SERVICES

DESCRIPTION	ESTIMATE TWO (2) INCIDENTS	UNIT PRICE	EXTENDED PRICE
CORRECTIVE ACTION DAYTIME SERVICE REQUEST	SIX HOURS	\$ per hr.	\$
CORRECTIVE ACTION AFTER HOURS/WEEKEND SERVICE REQUEST	SIX HOURS	\$ per hr.	\$
TOTAL PRICE FOR PART 2			\$

TOTAL PRICE FOR PART 1 & 2	\$
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NOTE: All applicable charges shall be included in your total unit price, e.g., equipment, labor, mobilization, fuel, etc. No additional charges will be allowed to be added after the received by date.

STATE PAYMENT TERMS NET _____ DAYS.

COMPANY NAME: _____