

#### **Purchasing Department**

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

June 5, 2024

Subject: Request for Quotes 2425-A: Fiber for Fayette County Sheriff's Training Center

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.

A pre-quote conference will be held at 9:00 a.m., Friday, June 14, 2024, at the Fayette County Sheriff's Training Center, 340 Hewell Road, Jonesboro, GA 30238. You are invited and encouraged to attend, as this will be an opportunity for you to become familiar with the site and work conditions, and to ask questions.

Address any questions you may have about this request for quotes to Natasha Duggan via email to <a href="mailto:nduggan@fayettecountyga.gov">nduggan@fayettecountyga.gov</a> or fax to (770) 719-5534. Questions will be accepted until 2:00 p.m., Monday, June 24, 2024.

Quotes will be accepted until 2:00 p.m., Wednesday, July 3, 2024. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at <a href="mailto:nduggan@fayettecountyga.gov">nduggan@fayettecountyga.gov</a> or fax to (770) 719-5534.

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

Chief Procurement Officer

#### **GENERAL TERMS AND CONDITIONS**

#### Request for Quotes 2425-A: Fiber for Fayette County Sheriff's Training Center

#### 1. Definitions:

- a. Responder: A company or individual who submits a quote in response to this RFQ.
- b. Successful Responder: The Responder that is awarded a contract.
- c. Contractor: The Successful Responder, upon execution of the contract.
- d. County: 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 Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. 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 Quotes may result in rejection of the quote.
- 3. **Binding Offer**: To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for sixty (60) days from the received by date to the date of award.
- 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 Quotes, 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 Quotes. 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 a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.

- 8. Brand Name: If items in this Request for Quotes 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. Responder Substitutions: Responders offering substitutions or deviations from specifications stated in the Request for Quotes, 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.
- 11. **Non-Collusion**: By responding to this Request for Quotes, 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 Quotes and is in all respects fair and without collusion or fraud.
- 12. 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 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.

- 13. 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.
- 14. 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.
- 15. **Trade Secrets Confidentiality**: If any person or entity submits a bid, proposal, or quote that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. 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).
- 16. 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.
- 17. **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.
- 18. **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.

- 19. **Insurance**: The Successful Responder 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 to the County. The certificate shall list an additional insured as follows:

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

- 20. **Building Permits**: Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
- 21. **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.
- 22. **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.
- 23. 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.

- 24. **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.
- 25. 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.
- 26. Substitution of Contracted Items: The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event any Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
- 27. 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.
- 28. **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.

- 29. **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.
- 30. **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.
- 31. **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 2425-A: Fiber for Fayette County Sheriff's Training Center

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 2425-A: Fiber for Fayette County Sheriff's Training Center

### A. COMPANY

Company Name:	
Physical Address:	
Mailing Address (if different):	
Website (if applicable):	
B. AUTHORIZED REPRESENTATIVE	
B. AOTHORIZED REPRESENTATIVE	
Signature:	
Printed or Typed Name:	
Title:	
E-mail Address:	
Phone Number:	Fax Number:
C. PROJECT CONTACT PERSON	
Name:	
Title:	
Phone Number:	-
E-mail Address:	

## REFERENCES RFQ 2425-A: Fiber for Fayette County Sheriff's Training Center

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.

COMPANY NAME:	
Phone	Email
Approximate Completion Date	
3. Government/Company Name	
Phone	Email
Contact Person and Title	
Approximate Completion Date	
Work or Service Provided	
City & State	
2. Government/Company Name	
Phone	Email
1. Government/Company Name	

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies 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	2425-A: Fiber t		County	Sheriff's	Training
Fayette County, Georgia Name of Public Employer	Name of Project				
I hereby declare under penalty of perjury that the forego	ng is true and corre	ect.			
Executed on,, 2024 in	(city),(s	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, 2024.					
NOTARY PUBLIC	_				
My Commission Expires:	_				

#### SCOPE AND SPECIFICATION

#### RFQ 2425-A: Fiber for Fayette County Sheriff's Training Center

The work of this contract will result in approximately 2,300 feet of 2-inch conduit, 2,300 feet of 1.25-inch conduit and 2,600 feet (Total fiber footage accounts for 25' in each pull box and building) of 12-strand fiber optic cable enclosed in conduit, installed underground, spliced, terminated, and tested. No additional road cuts will be permitted.

The Contractor shall provide a "turnkey installation." The fiber shall be 12-strand, single mode, armored, cable manufactured by Corning. Contractor shall provide and attach identification tags in each structure and traffic rated pull boxes with the ALPHA code FAY02.

The Contractor will furnish all labor and perform all operations necessary to complete installation including the conduit, fiber optic cable, mule tape, traffic rated pull boxes, connectors, and canisters. The Contractor will install all the required material whether specifically addressed in these specifications or not.

Contractor shall be responsible to repair or replace, to equal or better condition, any damage caused by them or their subs, during this project.

The Contractor will perform all optical fiber cable testing and provide all documentation, asbuilts and warranty, as described below. The work shall be completed by September 30, 2024.

The Contractor shall provide locate tracer wire inside conduit.

A Contingency Allowance for unforeseen circumstances is included and shall only be used with prior written authorization of the County Administrator.

Exhibit 1 is the conduit rout for fiber. Exhibit 2 shows the aerial of the area.

#### **TESTING REQUIREMENTS**

#### 1. General

a. All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSII TIA. IEIA-568-B.I-3. All strands of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, and enclosures shall be repaired or replaced in order to ensure 100% useable strands in all cables installed.

#### 2. Fiber Testing

- a. All fiber testing shall be performed on all fibers in the completed endto-end system. There shall be no splices unless clearly defined in the design or Drawings. These tests also include continuity checking of each fiber.
- b. Test set-up and performance shall be conducted in accordance with ANSII TIAIEIA-526-7 and/or ANSIITIAIEIA-568-B.3 Standards, and to the manufacturer's application guides.
- c. Attenuation testing shall be performed with a stable launch condition using two-meter jumpers to attach the test equipment to the cable plant. The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.

#### d. Singlemode

1. Test the fiber cable bi-directionally with an OTDR and unidirectionally with a power meter light/ source. Fiber must be tested at both 1310 nm and 1550 nm. Maximum attenuation dB/Km @ 1310 nm/1550 nm shall be 0.5/0.5 for outside plant and 1.0/1.0 for inside plant. Maximum attenuation per connector pair shall be .75 db.

#### 3. Test Results

- a. Test documentation shall be provided on disk/digitally as part of the as-built package. The disk shall be clearly marked on the outside front cover with the words "Project Test Documentation", the project name, and the date of completion (month and year). The results shall include a record of test frequencies, cable type, strand and cable I. D., measurement direction, reference setup, and crew member name(s). The test equipment name, manufacturer, model number, serial number, software version and last calibration date will also be provided at the end of the document. Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation. The test document shall detail the test method used and the specific settings of the equipment during the test as well as the software version being used in the field test equipment.
- b. The field test equipment shall meet the requirements of ANSII TIA/EIA-568-B.I-3.

- c. Printouts generated for each cable by the wire fiber test instruments shall be submitted as a part of the documentation package. Alternately, the contractor may furnish this information in electronic form or CD. These CDs shall contain the electronic equivalent of the test results as defined by the Specification and be of format readable from Microsoft Word.
- d. When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be documented.

#### **DOCUMENTATION**

- 1. As-Built record documentation for communications work shall include:
  - a. Cable routing and identification
  - b. Connection and programming schedules as appropriate
  - c. Equipment material list including quantities
  - d. Spare parts list with quantities if applicable
  - e. Details not on original Contract Documents Test Results
  - f. Warranties
- 2. The Contractor shall provide and maintain at the site a set of prints. The prints shall accurately show the actual installation of all work under this section. All variations from contract drawings, including, but not limited to, changes in pathways, sizes, locations and dimensions shall be indicated. All changes shall be clearly and completely indicated as the work progresses.
- 3. Program prints shall be available for inspection by the Owner or any of his representatives and may be used to determine the progress of communications infrastructure work.
- 4. At the completion of the work, prepare a new set of as-built drawings of the work as actually noted on the marked-up prints, including the dimensioned location of all pathways.
- 5. Furnish as-built drawings and documentation to the Project Manager.

#### **OPERATIONS AND MANUAL**

1. After completion of the work, the Contractor shall furnish and deliver Pointto-point diagrams, cabling diagrams, construction details and cable labeling details.

#### WARRANTY

- 1. All contractor furnished equipment is to be new and warranted free of faulty workmanship and damage.
- 2. The minimum warranty provisions specified shall not diminish the terms of individual equipment manufacturer's warranties.
- 3. Contractor shall provide a minimum 1-year warranty for labor, workmanship and supplies not provided by owner.
- 4. Contractor shall provide a minimum 1-year warranty for contractor supplied components used in the installed Pathway & Support Infrastructure. Defective and/or improperly installed contractor-supplied products shall be replaced and/or correctly installed at no cost to the Owner.

## PRICING SHEET

## RFQ 2425-A: Fiber for Fayette County Sheriff's Training Center

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

prices.		
Quote for fiber installation, per specification	\$	
Contingency Allowance for unforeseen circumstances	\$ 6,00	0.00
Total Quote	\$	
NOTES:		
<ol> <li>All applicable charges shall be included in your t but not limited to materials, equipment, insta amounts. No additional charges will be allowed af</li> </ol>	allation, labor, and any	other
2. All warranties shall be included in your total quote	ed amount.	
State time needed to commence work after Notice to Pro	oceed is issued	Days.
State length of time needed to complete project	Days.	
State, List or Attach the terms of your warranty (minimun	m 1-year), if applicable:	
COMPANY'S NAME		

# **EXCEPTIONS TO SPECIFICATIONS**RFQ 2425-A: Fiber for Fayette County Sheriff's Training Center

ptions in full.			



