



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
Fax: (678) 493-6035

REQUEST FOR PROPOSAL

RFP 2017-106: TRAFFIC SIGNAL MAINTENANCE

THE PROJECT: On behalf of the Cherokee County Engineering Department Roadway Capital Program Management Division, the Purchasing Department (County) is requesting competitive sealed proposals for Traffic Signal Maintenance Annual Services. The Work to be done consists of furnishing all of the material, labor and equipment necessary for the maintenance of Cherokee County maintained traffic signals as per current Georgia DOT Standards and Specifications and in accordance with the Specifications listed herein at various locations throughout Cherokee County as needed, if and where directed by the County. Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation and the awarded Bidder must perform at least fifty-percent (50%) of the work in the Contract. The County intends to award a multi-term Agreement: The original term of the Agreement will be for one (1) year with two (2) auto one-year renewals; maximum total Agreement term is three (3) years. The awarded Bidder must not sub-contract, transfer, assign or otherwise dispose of the Contract or any portion thereof without written consent of the County.

All times in the solicitation are local times to Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton, Georgia 30114.

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County. The County further reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

SCHEDULE:

ISSUED	3/21/2017
QUESTIONS DUE	4/4/2017 BY 4:30PM
ADDENDUM DUE	4/6/2017 BY 4:30PM
PROPOSALS DUE	4/11/2017 BY 10:00AM
ANTICIPATED AWARD DUE	5/2/2017 BOARD MEETING

SUBMITTAL INSTRUCTIONS: Interested Bidders/Proposers should complete and submit the Bid/Proposal Package which, at a minimum, will contain the following:

1. Proposal Form (Appendix A),
2. Non-Influence and Non-Collusion Affidavit (Appendix B)
3. E-Verify Affidavit (Appendix C),
4. References (Appendix D) - The County reserves the right to contact not only those references listed by the proposer in its proposal but references the County may become aware of through other means and to use past performance with the County as means of scoring; further the County reserves the right to contact as many references as may be needed, in the County's sole determination, to score "References".
5. Acceptance of County Agreement (Appendix E) – see "Contract" section below
6. Suspension, Debarment and Litigation Affidavit (Appendix F)
7. Proof of Insurance or ability to provide Insurance per the limits identified in the Agreement
8. Certifications, Licenses or Registrations as required by law and as applicable to the solicitation; including GDOT Prequalified Contractor Number.
9. Bid Form (Appendix G)

Number of Submittals:

Original – One (1) (Unbound, 8 1/2x11, One sided only)

Copies – Two (2)

Proposal packages will NOT be accepted by fax or e-mail unless authorized, in writing, by the Procurement & Risk Management Director. The proposal submission deadline will be strictly enforced; no late bids/proposals will be accepted for any reason.

QUESTIONS/ADDENDA: Only written inquiries will be permitted during the solicitation period. Questions are to be submitted via email to the Purchasing Agent for this solicitation at: aclam@cherokeega.com no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on the County's website. All interested parties are instructed to monitor the County's website on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

EVALUATION CRITERIA: Bids/Proposals will be evaluated on the following criteria:

50%	Price
50%	Technical Merits*
100%	Total

*Technical merits may also include distance from proposer's office to Cherokee County to respond to an outage and/or emergency repair. It will be understood that technicians will be dispatched from the office location noted on Appendix A unless otherwise clearly noted in the proposal.

CONTRACT: The County intends to use its standard: Professional Services Agreement or Construction Services Agreement or Purchase Order to create a contract for the Work outlined in this solicitation. If using an Agreement, it has been included for review and reference as a separate PDF document to this solicitation and the County strongly urges all bidders/proposers to review the standard Agreement with its legal counsel and insurance representative(s). Acceptance of the Agreement and all terms and conditions, inclusive of the liability insurance limits, is to be noted on the provided form and as indicated in the Submittal Instructions above. If using Purchase Order, the terms and conditions of the solicitation govern.

GENERAL SOLICITATION TERMS AND CONDITIONS:

1. Project Schedule & Addenda

- 1.1 All official dates and times will be posted to the Bids/RFP section of the Cherokee County website (<http://www.cherokeega.com/applications/bids-rfps/>).
- 1.2 The project schedule is subject to change at the discretion of the County. All schedule changes will be publicly posted in the Bids/RFP section on the County's website.
- 1.3 Changes or clarifications to the schedule and specifications will be issued as addenda that will be posted on the County's website in the Bids/RFP section under the solicitation number. It is the supplier's responsibility to monitor the website for addenda and comply with any additional proposal requirements included in the addenda.

2. Questions/Information

- 2.1 All questions and requests for information shall be addressed to the Procurement Agent via email within the deadline set by the County in the project schedule for submitting questions. Questions received after the question submission deadline will be answered at the County's discretion.
- 2.2 Questions should include RFP number, a reference to the specific section(s) in question, and provide an email contact for acknowledgement.
- 2.3 It is the supplier's responsibility to ensure that the Purchasing Agent has received the question and that an acknowledgement has been sent verifying receipt.
- 2.4 Answers to questions received prior to the question submission deadline will be posted on the County's website in the form of an addendum.

3. Pre-Bid/Proposal Meeting

- 3.1 Discussions during the pre-bid/proposal meeting are informal in nature and will not be provided as meeting minutes or included in the solicitation documents. Only the solicitation package and posted addenda shall constitute the official information to be used by the supplier in preparing a bid/proposal.
- 3.2 All attendees at mandatory pre-bid/proposal conferences will be required to sign an attendance sheet indicating their attendance at the meeting. Signatures will be collected prior to the start of the meeting and may continue to be accepted for a period of 15 minutes once the meeting has begun. After the 15 minute grace period, it will be at the sole discretion of the County to allow further signatures from late arrivers. It is the responsibility of the supplier to ensure they have signed the attendance sheet in order to receive credit for attending the meeting; the County assumes no responsibility for the supplier's attendance or directions to the meeting.
- 3.3 Pre-Bid/Proposal Meeting for this solicitation is:
 - Mandatory
 - Voluntary

Not Applicable

4. Communication with County Representatives

- 4.1 Suppliers shall avoid engaging in communication with County staff or elected officials regarding this project, unless directed by the Procurement Agent in charge of this solicitation. Unauthorized contact may disqualify the supplier from further consideration.

5. Proposal Preparation & Submission

- 5.1 Proposals shall be prepared simply and economically, providing a straightforward and concise description of the supplier's capabilities to satisfy the requirements of the solicitation.
- 5.2 The County expects bids/proposals to be well organized according to the terms and organization of the solicitation, as well as address all the requirements contained in the solicitation (including any addenda).
- 5.3 Any and all costs associated with participating in this solicitation will be solely borne by the supplier.
- 5.4 Proposals and required forms must be signed by an authorized representative of the supplier.
- 5.5 Information which the supplier desires to present but does not fall within any of the requirements of the solicitation should be inserted at the end of the bid/proposal and designated as "Additional Material".
- 5.6 It is the supplier's responsibility to ensure that the bid/proposal is responsive to all the County's requirements and complete in all aspects.
- 5.7 The original bid/proposal should be clearly marked "original" and should be unbound, one-sided, 8 1/2" X 11" size. Copies, if applicable, may be bound and double sided; preference is 8 1/2" X 11".
- 5.8 The bid/proposal, at a minimum, should contain all of the County's standard forms provided in the solicitation and any additional information as listed in the Submittal Instructions above; lack of such required submittals may be reason to deem a bid/proposal "non-responsive". Such a determination by the County shall not be a cause of action by the bidder/proposer against Cherokee County.
- 5.9 Suppliers should use the forms included in the solicitation; alternate forms may not be accepted.
- 5.10 Bids/Proposals are to be mailed or delivered in a sealed envelope to the address provided below and in the solicitation.
- 5.11 Bids/Proposals should include the RFB/RFP number on the outer most packaging.
- 5.12 It is the responsibility of the interested party to ensure the timely delivery of the bid or proposal. Improperly addressed bids/proposals risk not being delivered to the Procurement Agent by the submission deadline. Late proposals will not be accepted.
- 5.13 Unless otherwise noted in the solicitation, the proposals should be addressed as follows:
 Solicitation # 2017-106
 Attn: Procurement – Upper Level Admin Building
 Cherokee County Board of Commissioners
 1130 Bluffs Pkwy, Canton GA 30114

6. County's Right to Amend and/or Cancel

- 6.1 The County reserves the right to cancel this solicitation, in whole or in part, at any time prior to award.

7. Subcontractors

- 7.1 Suppliers whose bid/proposal will include the use of subcontractors are required to identify the scope of the project that they intend to subcontract and the subcontractor proposed to perform the work.

8. County Specifications and Supplier Performance

- 8.1 Suppliers are expected to have the professional expertise to offer the products/services that are consistent with the County's solicitation objectives and that are in the best interest of the County. Errors or omissions in the specifications or scope of work that would lead to a lower quality of service or deliverable are to be communicated to the Purchasing Agent as soon as possible to avoid an inferior work product.
- 8.2 Acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The proposing or bidding organization represents, by the submission it provides, that they possess the requisite expertise and experience to perform in accordance with the requirements within this solicitation. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of supplier's performance. No approval of designs, plans, or specifications by any person, body or agency shall relieve supplier of the responsibility for adequacy, fitness, suitability, and correctness of suppliers' work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

9. Use of Brand Names and Substitutions

- 9.1 Brand names or specifications specific to one or multiple manufacturers may have been called out or listed as part of the desired item's description in order to establish an expected level of quality and performance and not to limit competition. Different brands with comparable models or options that meet the same level of quality and performance with those items referenced within the specification are encouraged to submit these items for consideration. In order to allow the County to effectively evaluate all offerings against the actual performance needs, the party proposing alternative brands shall provide a comparison of the features and performance areas as defined in the specification. Such comparison shall clearly indicate the bidder's conformance to the specifications as follows; (a) meets, (b) exceeds, (c) does not meet or (d) meets intent (through alternative design, technology, etc.). Commentary and documentation that clearly demonstrates the level of functionality and quality is required for each comparison point. The County will be solely responsible for making the determination of acceptability of proposed products/items and scoring each item's fitness for the intended purpose.
- 9.2 It is the responsibility of those proposing any product or service to clearly identify what has been proposed on the Bid Form, including the quantity, manufacturer's name, model number, year of manufacturer, as well as a defining any options or upgrades required to meet the specification. Pricing shall reflect what is required to meet the specification. Any options that the bidder believes important for the County to consider shall be clearly identified as an option, indicate the performance change/benefit as well as corresponding pricing adjustments.
- 9.3 Substitutions for this solicitation are:
- Applicable
- Not Applicable

10. Open Records and Confidential Information

- 10.1 Bids/Proposals submitted in response to this solicitation may be subject to public inspection under the Georgia Open Records Act (O.C.G.A. 50-18-70-77). Any information that is required by the County to be included in the supplier's bid/proposal that constitutes a trade secret, as defined by the Georgia code, must include an affidavit affirmatively declaring that the information constitutes a trade secret. A general indication that the entire contents (or a major portion of the contents) of the bid/proposal is proprietary will not be honored.

11. County Assumes No Contractual Obligation

- 11.1 The County assumes no contractual obligation associated with this solicitation until final award has been approved by the Board of Commissioners and/or County Manager and a fully executed Agreement and/or Purchase Order is provided to the selected supplier. Suppliers or subcontractors performing work prior to the execution of a contract or delivery of a purchase order do so at their own risk.

12. Contractor Responsibility

- 12.1 The supplier is responsible for furnishing and delivery of all Property included in this solicitation, whether or not the supplier is the manufacturer or producer of such Property. Further, the supplier will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

13. Suppliers Submission Creates a Contractual Obligation

- 13.1 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the bid/proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this solicitation.
- 13.2 If any exceptions are taken to any part of the solicitation or proposed contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the supplier fully agrees to the County's Standard Agreement in its entirety. The County reserves the right to reject all exceptions and award the work to a supplier who agrees to the County's terms and conditions without exceptions.

14. Tax Exemption

- 14.1 The County is exempt from the payment of any federal excise or any Georgia sales tax. The price bid/proposal must be net, exclusive of taxes.

15. Classifying Proposals as Responsive and Responsible

- 15.1 The Procurement Agent or designee will determine whether a supplier has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. Proposals found nonresponsive will not be considered further.
- 15.2 The County may make such investigations as it deems necessary to determine the ability of each supplier to perform, and the supplier shall furnish to the County all such information and data for this purpose as the County may request.

16. Proposal Withdrawal

- 16.1 Suppliers may withdraw their bids/proposals due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request to the Procurement Department and signed by an authorized individual of the bidder/proposer. Once the bids/proposals have been opened, the supplier shall give notice in writing of his claim of right to withdraw his bid/proposal due to an error within two (2) business days after the date of final submission to the County. Bids/proposals may be withdrawn from consideration solely due to a clerical mistake as opposed to a judgment mistake provided that the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The supplier's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid/proposal. If a bid/proposal is withdrawn under the authority of this provision, the lowest remaining responsive bid/proposal shall be deemed to be low bid/proposal.
- 16.2 No bidder/proposer who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

17. Opportunity for Discussion

- 17.1 Suppliers may also be requested to make an oral presentation and/or product demonstration to clarify their bid/proposal or to further define their offer. In either case, Suppliers should be prepared to send qualified personnel to the County to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the supplier's expense.

18. Acceptance of Lowest Priced Proposal Not Required

- 18.1 The County shall select the supplier that, in its discretion, offers the most advantageous offer to the County. Selection will be based on the evaluation factors outlined in the solicitation. Submission of the lowest price offers no guarantee that the proposal will be determined the most advantageous.

19. County's Right to Reject Bids/Proposals

- 19.1 The County reserves the right to reject any or all bids/proposals based upon its interest or investigation or information submitted and to waive irregularities, informalities, or technicalities. The County further reserves the right to make a selection and final award as deemed to be in the best interest of the County.

20. Proposals Become County Property

- 20.1 All submitted bids/proposals and supporting materials as well as correspondence relating to this solicitation become property of the County when received. Any proprietary information contained in the proposal must be so indicated.

21. Suspension, Debarment and Litigation

- 21.1 Suppliers are expected to notify the County of any suspension or debarment from performing work for a government entity or any current or pending litigation with a government organization. Suppliers should provide the County with a list of current or past suspensions or debarments along with a description of the facts surrounding the

suspension and/or debarment as well as a list of current or pending mediation, arbitration or litigation and the facts surrounding those actions. Please use the form included in this solicitation.

- 21.2 Suppliers are accountable for selecting and managing appropriate subcontractors. Suppliers presenting bids and proposals that include subcontractors that have been suspended, debarred or are in pending litigation, suspension or debarment or from any governmental entity (local, state and/or federal) may cause the bidding or proposing supplier to be considered non-responsive and/or non-responsible unless the primary supplier as a part of their bid or proposal:
- a) notifies the County that as a part of its bid or proposal it has selected a subcontractor or subcontractor(s) that have been suspended, debarred or are pending litigation from a government entity, or suspension or debarment, and
 - b) have included the jurisdiction(s) where the subcontractor has suspended or debarred or is being considered for suspension or debarment or litigation and has included the nature of the circumstances resulting in the suspension or debarment or litigation, and
 - c) states a compelling reason for including the subcontractor(s) in their bid or proposal, and
 - d) includes measures that the bidding or proposing contractor will take to ensure that the subcontractor(s) will complete the work in a timely manner and within the professional standards of quality and workmanship that are expected in the performance of the work bid or proposed, and
 - e) in the sole judgement of the County it considers the situation to be so compelling that it determined to be in the best interest of the County to allow the one- time use of the sub-contractor without prejudice for further consideration on future procurements.

22. Insurance

- 22.1 If insurance is required under the terms of the contract for this project, the County shall be listed as an additional insured on the Certificate of Insurance. The "Certificate Holder" shall be listed as "Cherokee County, Georgia, acting by and through its Board of Commissioners, 1130 Bluffs Pkwy, Canton, GA 30114".

23. Procurement Ordinance

- 23.1 All solicitations shall be in accordance with the County Procurement Ordinance which can be found at: <http://www.cherokeega.com/Finance/documents.cfm>

SPECIFICATIONS AND TRAFFIC SIGNAL LISTING:

MAINTENANCE SERVICES

This solicitation involves the preventative maintenance on Cherokee County maintained traffic signal control cabinets, battery backup cabinets, school flashers, and replacement of LED modules. Cherokee County will provide the LED vehicle and pedestrian signal modules. The Contractor will provide all other materials to perform and complete the tasks as described. The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work. Contractor shall immediately notify Cherokee County of any observed problems with the operation of any traffic signal or any deficiencies requiring immediate attention.

1. Traffic Signal Control Cabinet Maintenance - For traffic signal control cabinets, the following activities shall be performed:
 - a. Clean the inside of signal cabinet. All dirt, dust and debris shall be removed using a shop vacuum and brush.
 - b. Graffiti and signs will be removed from the outside of signal cabinet and poles using an approved remover.
 - c. All filters will be replaced using approved filters and sealed in place with an approved tape.
 - d. All vehicle detectors and pedestrian push buttons will be checked for proper operation. Contractor shall notify the Assistant County Engineer of any malfunctioning vehicle detectors or pedestrian push buttons prior to leaving the signal cabinet.
 - e. Check the operation of the signal cabinet fan, using a hair dryer, and when finished set the thermostat to 90 degrees.
 - f. Check operation of the internal signal cabinet lights and replace bulbs as necessary.
 - g. The caulking between the signal cabinet and base shall be inspected and caulked as needed.
 - h. The signal cabinet grounding system resistance shall be tested and recorded on maintenance form.

2. Battery Backup Cabinet Maintenance - For battery back-up cabinets, the following activities shall be performed:
 - a. Check Voltage on batteries and record on maintenance form.
 - b. Check bypass switch.
 - c. Clean the inside of battery cabinet. All dirt, dust and debris shall be removed using a shop vacuum and brush.
 - d. Graffiti and signs will be removed from the outside of battery cabinet using an approved remover.
 - e. All filters will be replaced using approved filters and sealed in place with an approved tape.
 - f. Check the operation of the signal cabinet fan, using a hair dryer, and when finished set the thermostat to 90 degrees.
 - g. Check operation of the internal battery cabinet light and replace bulb as necessary.
 - h. The caulking between the battery cabinet and base shall be inspected and caulked as needed.

3. LED Module Replacement – Cherokee County will notify the contractor of LED Traffic Signal Modules that need to be replaced. Cherokee County will provide the LED Replacement Modules to the Contractor. LED Module replacement must be completed within 72 hours of notification.
4. The following items will be performed on an as needed basis during Traffic Signal Cabinet Maintenance and Battery Backup Cabinet Maintenance:
 - a. Approximately one tablespoon of fire ant killer bait shall be sprinkled on the bottom of the cabinet when ants are present.
 - b. Rat poison shall be distributed inside the cabinet when signs of rats are present.
 - c. Herbicide (Round Up, Finale or an approved alternate) shall be applied to the area that extends approximately 12” around the cabinet base and foot pad. Herbicide shall also be applied between the control box and footpad. This is to be performed on cabinets that are located where the lawn does not appear to be maintained on a regular basis.
 - d. A weed eater should be used in an area extending 36” minimum from the cabinet base, foot pads, sign posts/poles and pushbuttons when grass is over 6” tall.
 - e. Trim/cut all grass, brush and limbs that obstruct or interfere with pedestrian heads, flasher heads, cabinet doors and/or pushbuttons within a 10’ (ten foot) radius.
 - f. All burnt or damaged signal head parts shall be replaced.
 - g. Install LED Vehicle and Pedestrian modules furnished by Cherokee County. This number will be determined by Cherokee County.
 - h. Foot pads shall be raised, leveled and dirt and debris removed as needed. Any missing foot pads at signal locations shall be noted on form in remarks.
 - i. Remove and dispose of any debris on top of signal cabinet and base.
 - j. Secure any and all loose wiring on span wires.
5. The contractor will provide the following: Filters, Filter Tape, Cleaning supplies, herbicide, and ant killer.
6. Maintenance of Traffic Signal Control Cabinets and Battery Backup Cabinets must be completed within a 10 week period upon receipt of the maintenance request.
7. All traffic signal materials that are removed shall be disposed of by contractor.
8. Prior to leaving each location, the person performing the work shall complete a report form documenting the services provided. The completed form for each intersection shall be turned into Cherokee County.
9. The following information will be indicated and recorded on the maintenance request and the Cabinet Log:
 - a. Missing footpads for control boxes.
 - b. Control box grounding system resistance without disconnecting the grounding electrode from the cabinet using a clamp-on tester.
 - c. Number and size of cabinet filters.

10. Failure to complete services within the requested timeframe upon notification results in a 25% reduction of the normal payment.

ON-CALL SERVICES

This section involves on-call services of traffic signals or other control devices and any miscellaneous maintenance or repairs at existing installations.

1. All work should follow Section 647 (Traffic Signal Installation) of the Georgia Department of Transportation Standard Specifications.
2. All materials should follow Section 925 (Traffic Signal Equipment) of the Georgia Department of Transportation Standard Specifications.
3. Method of payment shall be as follows:
 - a. Labor will be paid by the hourly rates established in the bid schedule.
 - b. Equipment will be paid by the hourly rates established in the bid schedule. Any equipment not covered under the hourly rates will be paid at the Blue Book Rental Rate.
 - c. Material not supplied by Cherokee County will be provided at cost plus the markup percentage on your bid schedule. Contractor shall submit copies of invoices, along with equipment and material specifications to Cherokee County for review and approval as requested.
 - d. Standard response time is 72 hours unless otherwise notified. An additional fee is added per response for 24 hour response time or immediate response time. This fee is in addition to the hourly rates in order to complete the work requested.
4. Contractor shall submit daily an itemized list per location of material, labor and equipment used and work completed. Additional substantiation shall be submitted upon request.
5. Failure to complete services within the requested timeframe upon notification results in a 25% reduction of the normal payment.

DETECTOR LOOP INSTALLATION

This section addresses the installation of detector loop wire and sealant in 3" deep saw cut slot in asphalt or concrete road surface. The typical installation and repair shall include the loop lead-in to the closest enclosed termination point. This could include a pull box, conduit or the traffic signal cabinet depending on location.

1. All work should follow Section 647 (Traffic Signal Installation) of the Georgia Department of Transportation Standard Specifications.
2. All materials should follow Section 925 (Traffic Signal Equipment) of the Georgia Department of Transportation Standard Specifications.
3. Detector Loop Installation must be completed within 7 days upon receipt of the maintenance request.

18 sites

22 schools

42 flasher units total

Solar panels:

Avery ES

Cherokee Charter

Clark Creek ES

Indian Knoll ES

Oak Grove ES

END OF REQUEST FOR BID

Appendices begin next page.

APPENDIX "A"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

PROPOSAL FORM

Proposal of _____ (Hereinafter called "Bidder") a contractor organized and existing under the laws of the State of and doing business as _____.

Georgia Department of Transportation Prequalified Contractor No. _____.

TO: Cherokee County (Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the Traffic Signal Maintenance at various locations throughout Cherokee County, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, current edition.

Bidder acknowledges receipt of the following addenda:

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows:

Cherokee County, Georgia
Signed, sealed, and dated this _____ day of _____, 201__.

Bidder: _____
(Company Name)

By: _____

Title: _____

Email: _____

Mailing Address: _____

APPENDIX "B"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

NON-COLLUSION AFFIDAVIT

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that _____ understands and acknowledges that
(Name of Company)

the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Signature

Date

Printed Name

Title

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

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

APPENDIX "C"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

E-VERIFY AFFIDAVIT

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 Cherokee County 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 agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<p>_____</p> <p>Federal Work Authorization User Identification Number</p>	<p>I hereby declare under penalty of perjury that the foregoing is true and correct.</p>
<p>_____</p> <p>Date of Authorization</p>	<p>Executed this _____ day of _____, 20____</p> <p>in _____ (City), _____ (State).</p>
<p>_____</p> <p>Name of Contractor</p>	<p>_____</p> <p>Signature of Authorized Officer/Agent</p>
<p>_____</p> <p>Name of Project</p>	<p>_____</p> <p>Printed Name of Authorized Officer/Agent</p>
<p>_____</p> <p>Cherokee County Board of Commissioners Name of Pubic Employer</p>	<p>_____</p> <p>Title of Authorized Officer/Agent</p>

NOTARY

Subscribed and sworn before me on this _____ day
of _____, 20____

NOTARY PUBLIC SIGNATURE

[NOTARY SEAL]

My Commission Expires: _____

Not Applicable by Statute or labor less than \$2,500

APPENDIX "D"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

REFERENCES

1. Company _____
City/State _____
Contact Name _____
Phone/Email _____

2. Company _____
City/State _____
Contact Name _____
Phone/Email _____

3. Company _____
City/State _____
Contact Name _____
Phone/Email _____

4. Company _____
City/State _____
Contact Name _____
Phone/Email _____

5. Company _____
City/State _____
Contact Name _____
Phone/Email _____

APPENDIX "E"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

ACCEPTANCE OF COUNTY AGREEMENT

The Contract used for this solicitation will be the County's standard Professional Services Agreement ("PSA") or Construction Services Agreement ("CSA").

Using this form, please indicate either the willingness to sign the Contract included in the solicitation, as is, upon award and/or recommendation of award or list all exceptions. This form is to be filled out, signed and returned as part of a responsive bid/proposal. The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors). Any exceptions or modifications may be considered during evaluation and may result in rejection of the bid/proposal or a lower score. Such a determination shall not be a cause of action by the bidder/proposer against Cherokee County.

If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the bid/proposal; no exceptions or modifications to the contract will be considered after bid/proposal review by the County (i.e. after the opening). All exceptions to the County's contract must be listed on the provided form as only those exceptions listed on the form provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration.

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

_____ I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project, I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within five (5) business days.

OR

_____ I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.

I CERTIFY that the above information is true and correct.

Signed: _____ Date: _____

Printed Name & Title: _____

APPENDIX "F"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

SUSPENSION, DEBARMENT AND LITIGATION AFFIDAVIT

Is proposing/bidding company currently suspended or debarred from doing business with any Federal, State and/or local agency?

YES _____

NO _____

If yes, please indicate each agency that has suspended or debarred the company and the situation and/or reason for the suspension or debarment in the space below (a separate piece of paper may be used if necessary).

Is proposing/bidding company currently involved in any legal matter with or under investigation by any Federal, State and/or local agency?

YES _____

NO _____

If yes, please indicate each agency and the situation and/or reason in the space below (a separate piece of paper may be used if necessary).

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Printed Name and Title

Date: _____

APPENDIX "G"
RFB# 2017-106: TRAFFIC SIGNAL MAINTENANCE

BID FORM

Item	Description	Unit	Qty	Unit Price	Total Price
<u>Maintenance Services</u>					
1	Traffic Signal Control Box Maintenance	Ea	54		
2	Battery Backup Cabinet Maintenance	Ea	20		
3	Installation of LED Traffic Signal Module provided by Cherokee County	Ea	75		
<u>On Call Services (Hourly Charges for Labor)</u>					
4	IMSA Level III Technician	Hour	10		
5	IMSA Level II Technician	Hour	80		
6	IMSA Level I Technician	Hour	120		
7	Laborer	Hour	120		
8	Equipment Operator	Hour	40		
<u>On Call Services (Hourly Charges for Equipment Usage)</u>					
9	Aerial Boom Truck	Hour	120		
10	Pickup Truck	Hour	10		
11	Line Truck	Hour	1		
12	Trencher	Hour	1		
13	Utility Trailer	Hour	60		
14	Pole Trailer	Hour	4		
15	Backhoe	Hour	1		
16	Digger/Derrick Truck	Hour	4		
17	Boring Machine	Hour	1		
18	Dump Truck	Hour	1		
<u>Materials (Mark-Up)</u>					
19	State Percentage markup above Cost for Materials (not to exceed 7%)	Ea	1		
<u>Fee for Specified Response Time</u>					
20	Immediate Response Requested (arrival on job within 2 hours)	Ea	4		
21	24 Hour Response Requested	Ea	8		
<u>Detector Loop Installation</u>					
22	Install 6' x 40' Quadrapole Loop	Ea	10		
23	Install 6' x 20' Quadrapole Loop	Ea	1		
24	Install 6' x 6' Standard Setback Loop	Ea	15		
TOTAL PRICE					

Company Name: _____

Authorized Representative: _____
Signature
Date