

**GRAYSON COUNTY, VIRGINIA  
SHERIFF'S DEPARTMENT**

**SHERIFF'S DEPARTMENT FIBER HIGH SPEED INTERNET**

**Project Manual**

**February 12, 2016**



IFB# 02122016-Fiber

Grayson County Sheriff's Department  
P.O. Box 160  
122 Davis Street  
Independence, VA 24348  
276-773-3241

**Grayson County Sheriff's Department  
Fiber High Speed Internet  
Grayson County, Virginia  
IFB#02122016-Fiber**

The Grayson County Sheriff's Department is accepting bids for installation of Fiber High Speed Internet to be installed at the Grayson County Grubb Public Safety Building. The bids shall be submitted with the conditions, specifications, and instructions attached hereto. The bids shall be received no later than **5:00 p.m.** local prevailing time, **March 4, 2016.** Bids shall be delivered as follows:

**IN PERSON OR SPECIAL COURIER**

Grayson County  
Department of Finance  
Grayson County Courthouse  
129 Davis Street  
Independence, VA 24348

**U.S. POSTAL SERVICE**

Grayson County  
Department of Finance  
Grayson County Courthouse  
P.O. Box 217  
Independence, VA 24348

**Worksite Address:** 304 Davis Street, Independence, VA 24348.

**Scope of Work:** Fiber High Speed Internet

General requirements: The internet system shall include the following:

**Internet Connection**

- 5Mbps (minimum request)
- Bid in increments of 5 Mbps
- Minimum Throughput: 5 Mbps download and 2 Mbps upload or greater, with the option to increase bandwidth as needed.
- Data Caps: Connections with a limit on data transmitted or received (data cap) will not be considered.
- Public IPs/NAT: Must include at least 1 public IP address with possible additional IP addresses for future expansion.

**Service Level Agreement**

- Provide Service Measurements: Service Availability (up time); service performance (throughput, response time and service quality (number of unscheduled outages, recovery plans, customer surveys, etc.)
- Provide the responsibilities of the Service Provider: service orders, expected timeframes, etc.
- Provide the responsibilities of the Client: Service orders, expected timeframes, etc.
- Provide the Service Maintenance Schedule, if any
- Provide the service ability in proximity to Grayson County Grubb Public Safety Building
- Provide terms of cancellation or termination
- Samples of Service Forms, Reports or Logs, if applicable
- Describe any use of subcontractors

**Proposed Project Schedule:**

<b>Project Advertised:</b>	February 24, 2016 & March 2, 2016
<b>Bids Due:</b>	March 4, 2016
<b>Notice of Award:</b>	March 7, 2016
<b>Contract/Work begins:</b>	March 7, 2016
<b>Work completed by:</b>	March 31, 2016
<b>Invoice due by:</b>	April 6, 2016
<b>Payment:</b>	April 15, 2016

- *If dates are not acceptable, please state dates of which work can be accomplished.*

**Bidder Requirements:**

- 1) On site consultation with Grayson County IT Personnel prior to start of work.
- 2) Contractor must be fully insured with Commercial General Liability/Public Liability Insurance of \$1,000,000.00 from a carrier licensed to do business in the Commonwealth of Virginia if required.
- 3) Work to be completed in accordance with all state and local codes.
- 4) Contractor is responsible for submitting invoices at the time periods and milestones identified in the contract.
- 5) Payment for work will occur when the project is complete and with satisfactory inspection. Contractor is responsible for all local, state and federal requirements as it relates to work in this project.
- 6) All bids to be sealed and clearly marked Grayson County Sheriff's Department Avaya IP Office System IFB # 02122016-Fiber on outside of the envelope.
- 7) During the performance of the contract, the contractor agrees to provide a drug-free workplace for the contractors employees.

**Project Contacts:**

Project Manager- David Ashby 276-773-3241

Direct any questions concerning the project via email or phone to David Ashby, [dashby@graysoncountyva.gov](mailto:dashby@graysoncountyva.gov)  
276-773-3241

**Opening Bids:**

Sealed bids will be opened on Monday, March 7, 2016, at 9:00 a.m. in the Grayson County Administration Office.

**BID FORM**  
**FIXED PRICE**  
IFB# 02122016-Fiber

Date: \_\_\_\_\_

To: County of Grayson  
Sheriff's Department  
P.O. Box 160  
Independence, VA 24348

Project: Grayson County Sheriff's Department Fiber High Speed Internet

Contractor Name: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Physical Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email or Fax: \_\_\_\_\_

Subcontractor(s) Name: \_\_\_\_\_ (N/A if not subcontracting)

For this construction project the bidder must be a registered contractor in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended, at the time of bid submission, and shall possess a contractor license. The Bidder shall have bid and completed projects of comparable nature, size, complexity and construction cost.

My/Our Virginia Contractor's registration number is: \_\_\_\_\_ CLASS \_\_\_\_

**DESCRIBE EXPERIENCE WITH SIMILAR CONSTRUCTION PROJECTS BELOW:**

Please indicate below if the bidder is registered with Virginia SCC as a legal business or otherwise:

The bidder or offeror name:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's/offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals:

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES)**

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE DISABLED VETERAN
- LARGE
- NONPROFIT
- NONE OF THE ABOVE

**SUPPLIER REGISTRATION** – The County of Grayson encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?  Yes  No

FOR YOUR CONVENIENCE- DEFINITIONS ON NEXT PAGE

**DEFINITIONS**

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Large business"** means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

**Nonprofit"** means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

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**If registered as a SWAM with the Virginia Department of Small Business and Supplier Diversity (SBSD) please provide SWAM Certification number here:**

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**If registered as DBE with the Federal Disadvantaged Business Enterprise Directory, please provide the DBE certification number here:**

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**If you are not registered with either agency, please indicate this here:**

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**This project requires that the contractor is fully insured with Commercial General Liability Insurance. As the bidder, have you read the insurance requirements in the Invitation to Bid and are you insured in accordance with this document? \_\_\_\_\_ Yes \_\_\_\_\_ No**

It is the intent of the County of Grayson to recommend the award of this contract to the lowest responsive and responsible bidder based upon the **Base Bid (Lump Sum) Amount**, provided the bid does not exceed the funds available for the project. Please submit the Base Bid Amount below for the **Grayson County Sheriff's Department Fiber High Speed Internet**.

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**Contractor Name:** \_\_\_\_\_

**Business Name (if applicable):** \_\_\_\_\_

Having carefully examined the site, the drawings, specifications and other documents, and in compliance with the Project Package including the Invitation for Bid, and this Bid Form, the undersigned proposes to furnish all labor, materials, supplies and equipment necessary for the **Grayson County Sheriff's Department Fiber High Speed Internet**

My signature certifies that the proposal as submitted complies with all requirements specified in this Invitation for Bid ("IFB") and Project Manual.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

My/Our lump sum price is as follows:

**BASE BID:** The Base Bid includes all work and materials required by the Bid Documents for this project, **Grayson County Sherriff's Department Fiber High Speed Internet**, in strict accordance with the drawings and specifications, for the lump sum of:

\$ \_\_\_\_\_ (Figure Only)

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

Space Reserved for Office Use:
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**COMMONWEALTH OF VIRGINIA  
COUNTY OF GRAYSON, VIRGINIA**

**CONTRACT # XXXXXX**

This contract ("Contract"), made this th day of March, 2016, between the County of Grayson, hereinafter called the "County" and

**Legal name of contractor**

and its successors, executors, administrators, and assigns, hereinafter called the "Contractor";

**WITNESSETH:** That the said Contractor agrees with the County, for the consideration herein mentioned, and at the Contractor's own proper cost and expense to do all the work and/or furnish all the tools, labor, materials, equipment, fees and supervision necessary to carry out this Contract in the manner and to the full extent as set forth in Grayson County Invitation for Bid # 02122016- Fiber dated \_\_\_\_\_ and the Contractor's bid dated XXXXXXXXX; to the satisfaction of the County, who shall have at all times full opportunity to inspect the work to be done under this Contract.

All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred in the Grayson County Invitation for Bid, Project Manual, and Drawings (the "Contract Documents") are hereby incorporated into and made part of this Contract as though completely set forth herein.

It is agreed that the work to be performed by the Contractor under this Contract is to furnish all tools, labor, materials, equipment, fees and supervision necessary to provide the GCSD Avaya IP Office System in accordance with Invitation for Bid # 02122016-Fiber dated \_\_\_\_\_, Contractor's bid dated XXXXXXXX, and the general terms, conditions, and requirements (the "Work").

The Work shall be complete and certified by the Project Manager within 45 calendar days after the date of the signed contract/ written Notice to Proceed from the Owner to the Contractor.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss/use of property if the Work is not completed by the Substantial Completion date required by the Contract Documents. Both parties recognize the delays, expense, and damages involved in proving a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, notwithstanding any other provisions of this Contract, and inclement weather or acts of god, the Owner and the Contractor agree, stipulate and fix as liquidated damages if the work is delayed, but not as a penalty, the sum of **One Hundred Dollars (\$100.00)** that the Contractor shall pay the Owner for each calendar day or part thereof that expires after the date specified for Completion, if the Contractor does not complete the Work by the Completion date required by the Contract Documents. The Contractor hereby waives any defense as to the validity of liquidated damages stated in this Agreement on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages, and the parties agree that the Owner's entitlement to liquidated damages shall be determined at the time of Substantial Completion and shall not be subject to the claims provisions of the Contract Documents.



The County shall pay to the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be XXXXXXXXXX. Payment shall be due 45 calendar days after the County receives a properly prepared invoice submitted by the Contractor and accepted by the County for Work performed in accordance with the Contract Documents.

In consideration of the foregoing premises the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices or lump prices under the conditions set forth in documents herein referred to.

Change Order requests shall only be considered when in agreement by both parties, at the time of the request. Change order(s), as an amendment to this contract, shall be considered with executed signature(s) on the Change Order form in the Project Manual.

**CONTRACTOR:** Legal name of contractor

Address

**NAME & TITLE:** XXXXXXXXXXXXX

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COUNTY OF GRAYSON, VA:** Grayson County Administration

P.O. Box 217  
Independence, VA 24348

**NAME & TITLE:** David Ashby, Project Manager

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# County of Grayson

## Change Order

**Bid Information:**

Bid Number: \_\_\_\_\_ PO # : \_\_\_\_\_

Amendment Number: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Owner/Agency: \_\_\_\_\_

Contractor: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

The following changes are hereby made to the above referenced contract documents:

**Change to Contract Prices:**

Original contract price: \_\_\_\_\_

Current contract price (adjusted by previous change orders): \_\_\_\_\_

Contract price due to this change order will be (circle) increased or decreased by: \_\_\_\_\_

Contract price including this change order will be: \_\_\_\_\_

**Change to Contract Times:**

Contract Time will be (circle one) Increased/Decreased by (calendar days): \_\_\_\_\_

Completion date for all work: \_\_\_\_\_

**Approvals**

by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature of Architect/ Engineer, if required)

by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature of Agency Head)

by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of County Manager or Superintendent of Schools if required)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature of Contractor)