

BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458
(912)764-6245

INVITATION TO BID

Sealed bids from suppliers will be received by the Bulloch County Board of Commissioners (herein after referred to as the County), delivered to the Bulloch County North Main Annex, 115 North Main Street, Statesboro, Ga., 30458 until 3:20pm legally prevailing time on August 12, 2021. Our goal is a one year term contract on individual and team pictures for the Statesboro Bulloch County Parks and Recreation Department Athletics Department with an option for the contract to be renewed in two successive one year terms. This contract will begin September 1, 2021 and go through August 31, 2022. Actual bid opening will take place in Conference Room 102 located in the Bulloch County Commissioners North Main Annex, 115 North Main Street, Statesboro, GA 30458 on August 12, 2021 at 3:20 pm.

After the time and the room noted above, the bids for each commodity will be publicly opened and read. No extension of the bidding period will be made.

There is a **check list on page 11** that lists items that must be returned in the sealed bid package. Failure to submit any of the items listed will be just cause for not accepting the sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations, but does not apply to public works construction projects or road projects.

For purposes of this provision, a “local vendor” is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A “principal business location” is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor's responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

TERMS AND CONDITIONS

- 1. CHANGES:** No change shall be made to this invitation except by written modification by the purchasing department.
- 2. FOB DESTINATION POINT:** Bid prices shall include shipping to individuals purchasing the picture packages.
- 3. Bid Identification:** The outside of the sealed envelope shall include the wording: **Picture Bid; Bid Opening: August 12, 2021 @ 3:20pm; Attn: Purchasing Manager.**
- 4. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) sixty days after time has been called on the date of opening.
- 5. AWARD OF CONTRACT:** Award will be made in whole to that responsible bidder whose bid, conforming to the invitation for bid that will be the most advantageous to the County, price and other factors considered. The County reserves the right to reject

any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party.

6. EXCEPTIONS TO SPECIFICATIONS: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on the “Exceptions to Specifications Sheet”. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

7. SUPPLEMENT: Percentage of the retail packages sold will be paid to SBCPRD at the end of each season. Vendor has thirty (30) days to submit payment to SBCPRD.

8. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

9. ANTI-DISCRIMINATION CLAUSE: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

10. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

11. DELIVERY: Delivery shall be made to individuals purchasing the picture packages.

12. COMPLIANCE: The County’s failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the county’s right to insist at any time on full compliance with any of the terms and conditions here in.

13. PRODUCT COMPLIANCE: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to prove compliance with our specifications on the units they propose to furnish.

14. QUESTIONS: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

15. QUALITY: Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

- 16. PRICES:** Bid prices shall be in effect through August 31, 2022.
- 17. RENEWAL OPTION:** This purchasing agreement may be renewed yearly for two (2) successive one (1) year periods.
- 18. ESCALATION:** Bid prices may be increased during the contract period if the following conditions are met. Vendor must provide Bulloch County with proof from their supplier that the vendor prices have changed. Documentation must include amount of change and the date the change is to take effect. Documentation also must be submitted to Bulloch County a minimum of 30 days in advance of the increase.
- 19. CANCELLATION:** The purchaser may cancel this purchasing agreement at any time upon thirty (30) days written notice by reason of unsatisfactory performance or other default of the vendor.
- 20. SAMPLES:** Samples must be included on all items bid.

For project information contact: Dadrian Cosby, Athletics Division Manager, @ 912-489-9052 or dcosby@bullochrec.com.

For procurement questions contact: Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net

SHIPPING COSTS, IF ANY SHALL BE INCLUDED IN BID PRICE

Bid must be submitted to the following address (faxed or e-mailed bids are **not** accepted for sealed bids):

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

The bid form must be signed and dated by you or a company representative before it can be accepted by our department.

Bid Form and Specifications

The Statesboro-Bulloch County Parks and Recreation Department is asking for the following picture packages to be bid. The selected vendor will be free to offer other packages. The packages below must be available to all players regardless of season/sport.

Package A: 1 - 5 x 7 team photo
8 - Individual wallets Unit Price _____

Package B: 1 - 5 x 7 team photo
8 - Individual wallets
2 - 5 x 7 Individual Unit Price _____

Package C: (Recommended by Company)

_____ Unit Price _____

The selected vendor will also provide the SBCPRD with:

- _____% of the retail value of each package sold, or _____ per individual that purchases any package or individual photo.
- Two (2) coaches/sponsors team plaques (5x7) with "Statesboro-Bulloch County Parks and Recreation" embossed along the bottom, upon request.
- Vendor will be required to provide SBCPRD with a CD of all team pictures at the end of each season.

Please include any other information, which may be helpful (price of button photo, baseball card, poster, etc.)

Special Stipulations:

1. All photos should be memory mate embossed or better.
2. 100% product guarantee of material. Bidder must guarantee either a re-shoot or a full refund to customer.
3. Prices must hold firm for a period of one year and include all seasonal sports (Baseball/Softball - 80 teams, 900 participants; Basketball - 40 teams, 400 participants; Football - 35 teams, 425 participants, Cheerleaders – 140 participants). Soccer – 60 teams for Spring and Fall seasons.

4. Scheduling will be done in conjunction with the accepted bidder and the Statesboro-Bulloch County Parks and Recreation Department.
5. The successful bidder must mail each package to the individual buyer.

Special Information:

The Parks and Recreation Department will work with the selected vendor to schedule teams. We would prefer to take all pictures on 2 Saturdays - exclusive of re-takes. How many photographers and staff would be available on these days? _____

BASEBALL/ SOFTBALL – April 19 - May 22
 BASKETBALL – December 1 - February 1
 SOCCER (fall date and spring date TBD)
 FOOTBALL/Cheerleading – September 1 - October 21

Additional Comments:

Alternate: The purchaser may or may not choose to use the Extreme Photography; therefore it will not be used as a determining factor in the award of the bid.

Extreme Photography

Bid Form and Specifications

These packages must be available to all players regardless of season/sport.

Package A:	1 - 5 x 7 team photo 1 - 5 x 7 Individual	Unit Price _____
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Package B:	1 - 8 x 10 team photo 1 - 8 x 10 Individual	Unit Price _____
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Package C:	_____	Unit Price _____
Vendor Package	_____ _____	Unit Price _____

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20__.

NOTARY PUBLIC _____

VENDOR DECLARATION

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to August 12, 2021 @ 3:20pm, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20_____.

Check List

The items on this list shall be returned in the bid package. Failure to complete and return any of the items listed will be just cause for not accepting a submitted sealed bid.

- 1. Pages 5, 6 & 7 – Bid Form
- 2. Page 8 – Exceptions to Specifications Sheet
- 3. Page 9 – Non-Collusion Affidavit
- 4. Page 10 – Vendor Declaration

TO BE COMPLETED BY AWARD WINNER ONLY

ACCEPTANCE OF PROPOSAL (Example)

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items: _____.

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this ____ day of _____, **20**_____.

BULLOCH COUNTY, GEORGIA

[Name of Bidder]

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.