



## **Jackson County Board of Commissioners**

67 Athens Street  
Jefferson, Georgia 30549  
Phone: (706) 367-6309  
Fax: (706) 708-2505  
Email: [myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com)

### **INVITATION TO BID**

April 17, 2019

Bid Number: 190010

Bid Name: Fencing at Lamar Murphy Park, 180 IW Davis Rd., Jefferson, GA for Parks and Recreation, Jackson County

The Jackson County Board of Commissioners is soliciting bids for Fencing at Lamar Murphy Park, Jefferson, GA for the Parks and Recreation Department. Specifications, terms and conditions are contained herein.

**BID DUE DATE/TIME:** Tuesday, May 21, 2019 at 10:00 AM EST

**RETURN BID VIA:** Sealed bid via on line at [vendorregistry.com](http://vendorregistry.com), mail, or deliver to:

[myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com)  
Jackson County Board of Commissioners  
Attn: Finance Department – Bid # 190010, Fencing at Lamar Murphy Park  
67 Athens Street  
Jefferson, GA 30549

**PUBLIC BID OPENING DATE/TIME:** Tuesday, May 21, 2019 at 10:00 AM EST

**LOCATION:** 67 Athens Street, Jefferson, GA 30549

**DEADLINE FOR QUESTIONS:** Friday, May 10, 2019 at 5:00 PM EST

Direct all questions concerning this bid to:

Myrna Yarbrough  
Purchasing Manager  
(706) 367-6309  
[myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com)

#### **INSTRUCTION TO BIDDERS:**

Bidders must acknowledge, in writing, receipt of any issued addenda. Signed contract sheet and pricing sheet must be submitted as part of this bid. A completed Immigration and Security affidavit must also be returned with the bid package. If you need to visit the job site, contact Ricky Sanders at 706-367-6350. Reminder, all questions must come through Myrna Yarbrough.

## **1. GENERAL INFORMATION FOR BIDDERS:**

A. From the issue date of this Invitation to Bid (ITB) until an award has been announced, vendors shall not communicate with any Jackson County elected official or employee, with the exception of the name stated above or the Purchasing Manager, concerning this ITB or any information herein.

B. Whenever the terms “shall”, “must”, “will”, or “is required” are used in the ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.

C. All amendments and or addendums will be posted on the Jackson County Purchasing Information website at [www.jacksoncountygov.com](http://www.jacksoncountygov.com) and at [www.vendorregistry.com](http://www.vendorregistry.com) . It is the bidder’s responsibility to check either site on a regular basis. The Board will not be responsible for any information not viewed by bidders.

## **2. QUOTATIONS**

A. The Board of Commissioners reserves the right to:

- (1) waive formalities and technicalities in any quotation;
- (2) reject any and/or all quotations when in the Board’s judgment, it will be in the best interest of the County;
- (3) accept the quotation that in its judgment will be in its best interest of the County;
- (4) purchase from any source, in part or in whole any supplies, equipment or services;
- (5) at its option, award on individual items or on a lump sum basis;
- (6) award this bid to the vendor who in the Board's opinion is most responsive and responsible and will perform in the best interest of the County;
- (7) negotiate final product and final price.

B. Price alone will not be the determining factor in award of this bid.

C. The bidder may give quotations on any one or more items and may offer alternates where indicated. No substitutes will be accepted once order is placed.

**3. PRICE:** Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The Jackson County Government is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.

**4. SAMPLES:** If samples are requested by the Board of Commissioners, they shall be at no charge to the BOC and will become property of the BOC, unless return is requested by the bidder in writing in their bid. Return of samples will be at bidder’s expense.

**5. AWARD:** This bid will be awarded to one vendor.

**6. TRADE NAME:** Bidders are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as "brand/model only", brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

**7. MARKING:** Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the Board.

**8. SAFETY:** Material Safety Data Sheets shall be provided for all applicable items.

**9. DELIVERY:** Delivery of all materials from this quotation must be FOB destination to the Jackson County Board of Commissioners, 180 IW Davis Rd., Jefferson, Georgia 30549. Delivery shall be made within the vendor's quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by BOC at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:00AM AND 4:00PM EASTERN TIME.

**10. INSPECTION:** All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the Board has the right to reject such items and/or services and return them at bidder's expense.

**11. PAYMENT:** The Jackson County Board of Commissioners shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by BOC personnel and receipt of invoice. Payment may be made by check or by ACH.

**12. FACILITIES AND EQUIPMENT:** The bidder shall be responsible for the protection of the Jackson County Government's premises and property, and will be held liable for any damages caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

**13. INTERPRETATION:** If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the Purchasing Manager at (706) 367-6309. All such interpretations will be posted on the Jackson County Purchasing Information web page.

**14. INDEMNIFICATION:**

A. The bidder does hereby indemnify and shall hold harmless the Jackson County Government, its Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting

from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:

- (1). All injuries or death to persons or damage to property, including theft.
- (2). Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any BOC benefit plan.
- (3). any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

**15. FAILURE TO BID:** If you do not wish to bid, please return this bid and state reason(s).

**16. TERM OF CONTRACT:** By submitting a bid in response to this ITB, the bidder is agreeing to guarantee bid prices for ninety days. The term may be extended for a period of six months upon agreement of both parties. During the term of this agreement, the vendor agrees to allow all other government agencies within the State of Georgia to piggyback off of this bid and obtain all parts and services at the same pricing.

**17. BID RECAP:**

- A. A bid summary is available upon request from responding bidders.
- B. A bid summary is available to all other requesters at no charge if requested within thirty days of bid award.
- C. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the Jackson County Board of Commissioners.

**OTHER:** The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract. The Jackson County Purchasing Ordinance governs the bid and award of this contract and may be found at <http://www.jacksoncountygov.com/334/Jackson-County-Bid-Information>

Total price for Fencing at Lamar Murphy Park, 180 IW Davis Road, Jefferson, GA per specifications contained herein is \$ \_\_\_\_\_

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## JACKSON COUNTY PARKS AND REREATION

### Lamar Murphy Park

#### Fencing Project Specifications

The following are specifications for the fencing of 5 baseball fields and Lamar Murphy Park located on at 180 IW Davis Road Jefferson, Georgia 30549. The project will be the replacement of fence material for the outfields, sidelines, and backstops. The current line post and top rails will kept in place with Jackson County removing and disposing of the current fencing.

#### Scope of Work:

1. Install approximately 3,450 feet of 6 foot chain link fence for Three 300 ft. baseball fields.
2. Install approximately 1600 feet of 6 foot chain link fence for Two 200 ft. baseball fields.
3. 9 gauge wire will be used for perimeter fence and gates. 6 gauge wire for Back stop lower sections on all 5 fields.
4. New tension wire and Fence ties
5. Replace gate components on all field and dugout gates as necessary
6. Replace Entrance gate with 6 gauge wire- Approximately 20 foot of material with 6 foot height
7. Repair as necessary any damaged line post, top rails, or corner post.

*Illegal Immigration Reform and Enforcement Act of 2011*  
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

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 the Jackson County Board of Commissioners 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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Name of Project

Jackson County Board of Commissioners  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_