



**BULLOCH COUNTY BOARD OF COMMISSIONERS  
115 NORTH MAIN STREET  
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID  
INDIVIDUAL AND TEAM PICTURES  
BULLOCH COUNTY RECREATION AND PARKS DEPARTMENT**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

**Material or Service:** Our goal is a one-year term contract on individual and team pictures for the Bulloch County Recreation and Parks Athletics Department with an option for the contract to be renewed for two successive one-year terms. This contract will begin September 1, 2024, and go through August 31, 2025.

**Bid Submission Deadline:** The deadline for receipt of sealed bids is 3:00 PM, July 9, 2024. Late bids will not be considered. No extension of the bidding period will be made. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

**Time and Place for Submission and Opening of Bids:** Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and one (1) copy along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened, and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Project Manager will recommend the selection of a bid most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

**Obtaining a Copy of Bid Package:** A bid package may be requested by contacting Faye Bragg, Purchasing Manager, or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

**Check List:** There is a checklist on **page 13** that lists the forms that **must** be included in the sealed bid submission. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to return any of the items or incorrectly completed items on the check list will be justification for non-acceptance of the submitted 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 located or 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: July 9, 2024 @ 3:00pm; Attn: Purchasing Manager.**
4. **Restrictions to Bidders:** *No employee of Bulloch County shall have a financial interest either directly or indirectly in the purchase of or contract for any goods or services, nor in any firm, corporation, partnership, limited liability company, or any other legal entity furnishing any goods or services to Bulloch County or any of its departments. For the purposes of this provision, an indirect financial interest includes, but is not necessarily limited to, the financial interest of an employee's spouse.*
5. **Disqualification:** Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; e) failure to complete bid information correctly; or f) *failure to comply with the restrictions to bidders*). If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.
6. **Lawsuits/Bribery/Conflicts of Interest/Defaults:** Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.
7. **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 the time has been called on the date of opening.
8. **Award Of Contract:** If awarded, the 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.

**9. 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.

**10. Supplement:** Percentage of the retail packages sold will be paid to BCPRD at the end of each season. Vendor has thirty (30) days to submit payment to BCPRD.

**11. 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.

**12. Anti-Discrimination Clause:** Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to ensure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, national origin.

**13. Commodity Status:** It is understood and agreed that materials delivered shall be new, of the 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.

**14. Delivery:** Delivery shall be made to individuals purchasing the picture packages.

**15. 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.

**16. 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.

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

**18. Quality:** Any brand name or manufacturer's reference used in the specifications is for the purpose of describing a standard of quality, performance, and characteristics desired and not intended to limit or restrict competition. Bidders shall provide proof that the merchandise bid is equal or equivalent to specifications. The County shall be the sole entity to determine acceptance or non-acceptance of equivalents.

**19. Prices:** Bid prices shall be in effect through August 31, 2025.

**20. Renewal Option:** This purchasing agreement may be renewed yearly for two (2) successive one (1) year periods.

**21. Escalation:** Bid prices may be increased during the contract period if the following conditions are met. Vendors must provide Bulloch County with proof from their supplier that the vendor prices have changed. Documentation must include the 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.

**23. Bid Reservations:** The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids.

**24. Clarification of Submittals:** The County reserves the right to seek clarification of any point in a respondent's Bid, or to obtain additional information.

**25. Liability:** The County is not liable for any cost incurred in the preparation of the Bid. Nor is the County bound by any information provided unless reduced to writing and distributed as a written addendum.

**26. Indemnification:** The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

**22. 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.

**23. Samples:** Samples must be included on all items bid.

**31. Contract:** The successful bidder shall be required to enter into a contract that is substantially the same as the contract included herewith.

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 an individual authorized to sign contracts on behalf of the bidding company before it can be accepted by our department.**

**Bid Form and Specifications**

The Bulloch County Recreation and Parks Department is asking for the following picture packages to be bid on. 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 BCRPD with:

- \_\_\_\_\_% of the retail value of each package sold, or \_\_\_\_\_ per individual that purchases any package or individual photo.
- Vendors will be required to provide BCRPD with a CD of all team pictures at the end of each season.
- Vendors are required to provide four cameras on picture day.

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. The bidder must guarantee either a re-shoot or a full refund to the 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 Recreation and Parks Department will work with the selected vendor to schedule teams. We would prefer to take all pictures on 2 Saturdays - exclusive of retakes. 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:

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

**Extreme Photography**

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 \_\_\_\_\_

Package B:                      1 - 8 x 10 team photo  
   1 - 8 x 10 Individual                      Unit Price \_\_\_\_\_

Package C:                      \_\_\_\_\_  
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 \_\_\_\_\_

**BIDDER DECLARATION**

The bidder understands, agrees and warrants:

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

That the bidder 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 **July 9, 2024 @ 3:00pm** 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 bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

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.

BIDDER:

\_\_\_\_\_  
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. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to return any of the items or incorrectly completed items on the check list will be justification for non-acceptance of the submitted sealed bid.

- 1. Pages 7, 8 & 9 – Bid Form
- 2. Page 10 – Exceptions to Specifications Sheet
- 3. Page 11 – Non-Collusion Affidavit
- 4. Page 12 – Bidder 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.