



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

**INVITATION FOR BID
FIREWORKS
2024 SHOW
BULLOCH COUNTY RECREATION & PARKS DEPARTMENT**

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

Material or Service: Fireworks for the Bulloch County Recreation & Parks Department.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, August 9, 2023. Prospective bidders shall file all documents necessary to support their bids. The written bid document supersedes any verbal or written prior communication between parties. Late bids will not be considered. **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 Community Events Supervisor will recommend the selection of a bid or bids 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, at fbragg@bullochcounty.net or <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.

Bid Identification: The outside of the sealed envelope shall include the wording: 2024 Fireworks Bid; Bid Opening: August 9, 2023 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on **page 16** 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.

Additional Requirements: Attached you will find a list of the 2024 Fireworks presentation bid spreadsheet (Bid Form). In addition to product description, the items listed on page 16 and pricing, all bids should include a standard contract for service or rider agreement, and regulatory compliance standings. All bid pricing should be in effect from June 1, 2024 through June 30, 2025.

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 County 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 bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

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 shall so note on the "Exceptions to Specifications" sheet provided. 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.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered. Time is of the essence.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Fob Destination Point: Bid prices shall include shipping to Mill Creek Regional Park, 1388 Hwy. 24 East, Statesboro, GA 30461. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

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 stated herein.

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; or e) failure to complete bid information correctly. 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.

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.

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 to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Parks Division Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County. No bid may be withdrawn for a period of (60) sixty days after time has been called on the date of opening.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days of receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

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.

Insurance: Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Assignment of Contractual Rights: It is agreed that successful bidder shall not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Independent Contractors: The bidder represents to Bulloch County that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Bulloch County and nothing contained in this invitation for bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the County nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

Termination for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give in writing to the other party any complaint for noncompliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter, if corrected to the satisfaction of both parties within fifteen (15) days and stated in writing then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

Termination for Convenience: The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

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.

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.

Delivery: Delivery shall be made to the Mill Creek Regional Park 1388 Hwy. 24 East, Statesboro, GA 30461. Time is of the essence.

Product Compliance: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to show compliance with our specifications on the units they propose to furnish.

Renewal: The successful bidder could be allowed up to two (2) renewals of this contract all upon the same terms and conditions. Bulloch County has the right to accept or reject the renewal. Rejection of the renewal will result in a re-bid of this contract.

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

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. Negotiations may be necessary to complete the contract.

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.

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

Immigration: On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia’s public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third-party administrator, do not enter their name or number in place of the Federal Work Authorization E-verify Company ID#; the administrator’s name or their number does not replace the actual number you were issued. You must contact your administrator for the number and the date of authorization (when the number became effective) for your company. At this time there are no alphabetical letters in the E-verify Company ID#.

If you only include the third-party administrator’s name or their number and not the actual authorization number you were issued, this will result in your solicitation response being rejected as non-responsive.

Budget: The maximum budget for this project is \$20,000.00.

Contact: Kimberly Sharpe, 912-489-9087, ksharpe@bullochrec.com

The bid must be submitted in a sealed envelope to the following address:

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.

For technical questions concerning this bid contact Kimberly Sharpe, 912-489-9087 or ksharpe@bullochrec.com.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

Firework Bid Specifications

The Contractor will provide the Bulloch County Recreation & Parks with a fireworks display at Mill Creek Regional Park located at 1388 Hwy 24 East, Statesboro, GA 30461 on Saturday, June 29, 2024. The show will last 15 minutes and begin at approximately 9:30pm. If displays cannot be held on the date listed a new display date that is mutually convenient in the same week will be selected at no additional cost to the department. If the department is not fully satisfied with the show, the department reserves the right to withhold payment until problem is resolved.

Contractor Responsibilities

1. The Contractor shall provide the required pyrotechnics for the displays, and shall be responsible for all racks, tubes, guns, flares, electric controls, and other such equipment necessary to perform the show as well as delivery of all fireworks and related equipment to and from the shooting site. All delivery and incidental charges shall be included in the bid pricing.
2. The contractor agrees to perform the fireworks display safely and in accordance with federal, state, and local laws that might apply.
3. In the event of rain, the Contractor shall be responsible, at its cost, for the protection and coverage of the fireworks and if necessary, for the transportation of fireworks to a temporary location determined by the local Sheriff's Department for safe storage and return of the fireworks to Mill Creek Regional Park on the new shoot date.
4. The Contractor shall have trained pyro-technicians on the work site at least one day prior to the show and all times during the fireworks display. All work shall be done in a workmanlike manner by qualified personnel having adequate experience in this type of work. The Contractor shall not award any work to any subcontractor without prior written approval by the department. The Contractor shall be solely responsible for the compensation of the pyro-technicians and all crews needed to set up the equipment needed for the fireworks display.
5. The Contractor shall be responsible for the set-up and security of the equipment needed for the shoot, load all fireworks, shoot the show, safely discharge any fireworks that do not fire during the show, breakdown and remove equipment and clear the shooting area of all supplies and materials used.
6. The contractor agrees to provide a file of synchronized music two weeks prior to the date of the show.
7. The Contractor shall list the name and location of the manufacturer of all fireworks on its bid.
8. The Contractor shall provide a detailed list of all shells including size and brand. Shells must be able to clear a line of treetops for viewing. No shells under 3 inches in size will

be allowed due to the visibility height. If other options are available to adjust height without changing shell size, please list those options. Photos may be provided for height reference upon request. The Fire Marshall has the right to inspect all fireworks upon delivery to ensure that the delivery meets all specifications and requirements. Any materials not deemed to meet specifications must be corrected/replaced in a satisfactory manner at the Contractor's expense.

9. It shall be the responsibility of the Contractor to follow all regulations published by the State of Georgia and Bulloch County as well as federal regulations in regard to sale, use, transportation and storage of fireworks and special effects.
10. The Contractor shall have a minimum of five years' experience in organizing and producing firework displays for a community event, meet all licensing requirements of the State of Georgia, and provide a contact list of at least ten satisfactory references to be included in the bid package submitted.
11. The Bulloch County Recreation and Parks Department will provide all necessary fire watch personnel, erect all safety fencing in accordance to state regulations, and staff to secure the fire zone remains clear.
12. Contractor shall provide a copy of a standard contract for service or company rider agreement with bid spreadsheet.

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

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 _____

**BULLOCH COUNTY, GEORGIA
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 **August 9, 2023 @ 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 or bids 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.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

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 contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions about e-verify.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Bulloch County Recreation & Parks Department 2024 Fireworks Show
Name of Project

Bulloch County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20__.

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Check List

The items listed below must be completed and returned with the sealed bid. 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. Failure to return any of the items listed will be justification for not accepting the submitted bid.

- 1. Page 10 – Exceptions to Specifications Sheet
- 2. Pages 11 & 12 – Bid Form/Fireworks Presentation Spreadsheet
- 3. Page 13 – Non-Collusion Affidavit
- 4. Page 14 – Bidder Declaration
- 5. Page 15 – Contractor E-verify