



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

**INVITATION FOR BID
BULLOCH COUNTY RECREATION & PARKS DEPARTMENT
ON-CALL ELECTRICAL REPAIR SERVICES**

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

Material or Service: The intent of this invitation is to obtain competitive sealed bids from qualified electrical contractors for on-call electrical services and repairs as needed at various locations throughout Bulloch County for the Recreation & Parks Department. The successful contractor must be a Georgia commercial licensed electrician and shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this contract.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, May 3, 2022. 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 supporting documents along with one (1) copy 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 Parks Division Manager 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 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: On-Call Electrical Services; Bid Opening: May 3, 2022 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on page 19 that lists the forms that must be included in the sealed bid submission. Failure to return any of the items on the check list will be justification for non-acceptance of the submitted sealed bid.

Local Vendor 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.

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 able 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 Project 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.

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.

Project Schedule: This is an on-call "as needed" contract. Bulloch County expects the Contractor to give "priority" service to any call for electrical repairs for the County. Contractor must be able to provide a service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays for the duration of the agreement. Services will be performed at various locations throughout Bulloch County. The Contractor must be located within a 40-mile radius of Bulloch County, Georgia to ensure prompt service.

Response Time: When situations arise and are considered emergency repairs by Bulloch County Recreation and Parks the contractor must be able to be on site within 2 hours of the call. For all non-emergency situations, the contractor must be able to be on site within 48 hours of the call. The contractor shall be required to provide a not-to-exceed estimate of the cost and descriptive information of the necessary repairs to the Parks Division Manager or designee at the time of the service call. **No repair work shall be performed until approval is given by the Parks Division Manager or their representative.**

Parts Replacement: Parts replacement necessitated during the life of the contract will be performed by the successful bidder, and the cost of parts will be separately itemized on the vendor's invoice. Bulloch County Recreation and Parks will bear the cost of parts provided supporting copies of documents showing such costs are furnished to the County.

Payment: Contractor shall invoice the County after approved work is completed. Invoices shall be sent to the Parks Division Manager by mail or email and must show detail of work completed. No payment will be issued prior to receiving a detailed invoice. Payments will be made within (30) thirty days of receipt of invoice.

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

License: All bidders must be licensed contractors as required by the State of Georgia. License number must be included on the bid form.

Pricing/Quantities: (1) All prices shall be F.O.B. destination and shall include all charges (labor, materials/supplies, equipment, and services) that may be incurred in fulfilling the terms of this bid. (2) Prices submitted herein should remain firm for the contract agreement period. Requests for price increases are strongly discouraged and may only be submitted in writing 60 days prior to the contract renewal date. All requests for price increases require review and approval of the Bulloch County Board of Commissioners and will be presented as a request for contract amendment. (3) This is a unit/price contract. **The County shall not be bound to a minimum quantity nor restricted to a maximum quantity of work during the initial agreement period or any subsequent renewals.**

Contract: The successful bidder shall be required to enter into a contract that is substantially the same as the contract included herewith. The initial contract shall be one (1) year from the date of execution. The contract may be renewed for two (2) additional one (1) year periods.

Contract Termination: County's Right to Terminate Contract.

Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

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.

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. 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, **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.

Bonds: Not required.

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.

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.

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.

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.

Immigration: On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors, and subcontractors entering 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>. Affidavits are 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 in place of the user identification number; the administrator’s name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective). If you only include the third-party administrators name and not the actual authorization number this will result in your solicitation response being rejected as non-responsive.

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

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 Tony Morgan, Parks Division Manager at tmorgan@bullochrec.com.

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

Specifications

Introduction

Bulloch County Recreation and Parks Department is requesting bids from qualified contractors for furnishing all materials, labor, equipment, and fabrication for relamping of field lighting, and repairs to all electrical systems on an “as-needed” basis for various facilities throughout Bulloch County.

The work shall include the following:

- repair and/or replacement of ballasts,
- crossarms, disconnect boxes;
- relamping of field lighting with County-provided bulbs; and
- repairs to existing electrical systems, both indoor and outdoor.

Electrical needs for Splash In the Boro which shall include but not limited to:

- trouble shooting and/or removal and replacement of pump electrical motors,
- trouble shooting of variable speed controllers,
- low voltage controller problems,
- lighting issues,
- electrical needs with small and large remodeling projects

The following information is only for reference purposes to illustrate the amount of potential electrical repair needs.

Bulloch County Recreation and Parks Department has numerous facilities in Bulloch County that require some type of electrical repair throughout the year. Some examples of these comprise of the following:

- Athletic fields and tennis complexes throughout Bulloch County Recreation and Parks system has approximately 150 light poles 60’ – 80’ tall with approximately 726 1500w Halogen Lights.
- In addition, there are 32 light poles 45’ tall with 118 1000w Halogen lights at Splash In the Boro.
- Splash in the Boro has 23 pump motors that move water, and each are 480v. These motors range from 10 horse to 30 horse.
- Splash in the Boro also has 2 big squirrel cage blower fans, 18 exhaust fans, 16 of which are bathroom squirrel cage exhaust fans. The other 2 are pump house (building) squirrel cage exhaust fans.
- There are also the smaller items such as indoor and outdoor receptacle issues, building lighting and timer issues.

General Instructions

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to be used as a Subcontractor under this Contract:

- a. Must be acceptable to the Owner. Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed use of the Subcontractor, which statement shall contain such information as the Owner may require.
- b. Must provide insurance equal to that of the bidding contractor.

Approval of the proposed Subcontractor cannot be given by the Owner unless, and until, the proposed Subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such Certifications by proposed Subcontractors to his Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent delay of work in the event of use of a Subcontractor.

The work shall be performed in a manner subject to the approval and supervision of Bulloch County Parks Division. Bulloch County Recreation and Parks or other designated County representatives shall have free access in the supervision of the work being performed at all times.

The Contractor shall complete the work within the specified timeframe unless otherwise approved in writing.

Order of Work

The Contractor shall coordinate all work with the Owner prior to beginning any work. All work must be scheduled to minimize disturbance of each facility. During field/security lighting repairs, all lighting **must be** operational at the end of each workday (5:00 PM Monday – Friday), unless otherwise approved in advance by the Parks Division Manager.

Site Safety/Clean-up

The Contractor shall be responsible for maintaining a clean and safe site during each site visit. Special care shall be required as park activities will be ongoing during the certain visits. The Contractor shall perform and carry out services as specified herein in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. The time and locations of the services will be on an "as needed" project basis for the life of the contract. The Owner or its representatives shall notify the Contractor, either orally or written, as to the time, location and type of services required for each service need.

GENERAL PROVISIONS – ELECTRICAL

PART 1 - GENERAL

- A. The work included in this section of the specifications shall consist of furnishing all tools, supervision, supplies, labor and materials necessary for the installation of a complete electrical system as specified. No material shall be installed until materials list has been approved.
- B. The work shall be performed in accordance with all applicable provisions of the latest edition of the National Electrical Code, the local code enforcement agency having jurisdiction and the regulations of the local utility company.

PART 2 - MATERIALS

- A. All materials shall be new, free from defects and conform to the applicable standards of Underwriters' Laboratories, Inc. and the National Electrical Manufacturers Association. Where reference is made herein to trade names or to the names of manufacturers, such references are made to indicate the quality of materials or equipment to be furnished.
- B. Furnish all tools, material, labor, transportation, and supervision to leave electrical systems ready for operation in accordance with these specifications. All work shall be performed in a neat and orderly manner conforming to the aforementioned standards.
- C. The work shall include but not be limited to furnishing and installing light fixtures, wiring devices, conduit, wiring, panel boards, circuit breakers, transformers, lighting contactors, timers, power and lighting control enclosures, distribution boards and other equipment required for the complete power and lighting systems on an as needed basis.
- D. Should the Contractor find at any time during the work that, in his judgment, conditions make modifications in the requirements for any item(s) desirable or necessary, he shall report such matters promptly to the Project Manager for his/her decision and instructions.

PART 3 - TESTING

- A. Upon completion of the work, test the individual systems including all feeders, service, branches, outlets, lighting, motors, apparatus, and appliances, to assure that the system is complete, operable and in compliance.
- B. Provide all instruments, labor, and material for any intermediate and final tests.

PROTECTION TO EXISTING SERVICES

Before any excavating can be performed a dig permit obtained by contacting GA 811 must be obtained to thoroughly investigate the site for any existing gas, sewer, water, electrical, communication lines or similar services which may interfere with the repair or new work. Any utility line damaged or rendered inoperable in any way as a result of the Contractor's work shall be replaced or restored to an operable condition satisfactory to the Owner at no additional cost to the Owner.

CLEANING

Remove from the site all construction wastes and materials and all debris of any description resulting from the work.

DEMONSTRATION OF COMPLETE ELECTRICAL SYSTEMS

At the time of the final review of electrical work, demonstrate the operation of electrical systems in the presence of the Project Manager or his/her designee. Furnish labor, apparatus, and equipment for systems' demonstration and for Owner's inspection of all equipment device or system. The resistance of the grounding system shall be checked at this time to demonstrate its compliance with the specification.

Bid Form

BUSINESS INFORMATION

Name of Business: _____

Location of head office: _____

Years of experience in servicing the requested type of work: _____

Number of employees who can perform the services outlined: _____

Contractor License Number: _____

FURNISH ALL EQUIPMENT, LABOR, PARTS AND ALL THINGS NECESSARY TO PROVIDE REPAIR SERVICE FOR POLE MOUNTED LIGHTS

A. Hourly rate for electrician, operator, and bucket truck to do work changing out light bulbs or repairing or replacing wiring, fixtures, crossarms, disconnect boxes, etc. on ballfield or other lighting - maximum pole height to be 80' feet above ground. Plywood will be needed to drive bucket truck/ lift in some areas of the athletic fields and parks. The County will furnish bulbs.

\$ _____ PER HOUR

B. Hourly rate for electrician to do work repairing or replacing wiring, fixtures, switching gear, miscellaneous repairs, etc. (Where bucket truck and operator are not needed)

\$ _____ PER HOUR

C. Hourly rate for electrician to do line locations within County facilities with a wire locator to locate private electrical wiring.

\$ _____ PER HOUR

D. Will a service call charge apply for any work performed?

YES _____ NO _____

If "YES", please list service call fee below.

SERVICE CALL FEE \$ _____

E. Do you have the capacity for overtime work?

YES ___ NO ___

If "YES", please list what are considered overtime days/hours below.

State **overtime** hourly labor rate for one worker, if different from wage rate in "A" and "B" above.

\$ _____ PER HOUR FOR ELECTRICIAN WITH BUCKET TRUCK

\$ _____ PER HOUR FOR ELECTRICIAN WITHOUT BUCKET TRUCK

F. Hourly rate for trenching machine & operator (for ditch 4 inches wide, max. depth 4 feet).

\$ _____ PER HOUR

G. Material cost plus _____ % of markup.
(Copy of cost invoice must be supplied at time of billing)

H. Bidder affirms he meets exact specifications.

YES _____ NO _____

DELIVERY OF SERVICE

A. Examination and repair of lighting/electrical systems is required within 2 hours after contractor has been notified for emergency and 48 hours for non-emergency calls.

Bidder states that this requirement can be met.

YES _____ NO _____

If bidder is unable to meet the delivery requirement, please state alternate response time below.

B. Bulloch County Recreation and Parks reserves the right to ask for an estimate of the cost of repair before the actual repairs take place.

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

REFERENCES SHEET

1. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

2. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

3. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

**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 **May 3, 2022 @ 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.

BIDDER:

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.

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 and Parks "On-Call" Electrical Bid

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, **signed and notarized where indicated**. Failure to return any of the items listed will be justification for not accepting the submitted bid.

- 1. Page 5 – Certificate of Liability Insurance
- 2. Page 11 – Exceptions to Specifications Sheet
- 3. Page 12-14 – Bid Form
- 4. Page 15 – References Sheet
- 5. Page 16 – Non-Collusion Affidavit
- 6. Page 17 – Bidder Declaration
- 7. Page 18 – Contractor Affidavit

FORM OF CONTRACT- EXAMPLE

CONTRACT FOR "ON-CALL" ELECTRICAL SERVICES

STATE OF GEORGIA

BULLOCH COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between **BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **Bulloch County Board of Commissioners** (hereinafter referred to as the "**COUNTY**") and _____ (hereinafter referred to as the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and,

WHEREAS, the proposal submitted by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and,

WHEREAS, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

1. **Character of the Work:**

The **CONTRACTOR** agrees to perform, in a manner satisfactory to the **COUNTY**, electrical services for various locations as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. Exhibit "A" consists of the Invitation to Bid and associated documents, including but not necessarily limited to the Terms and Conditions, Bid Specifications, General Information, and Bid Form.

2. **Compensation:**

The **COUNTY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the price schedule set forth in Exhibit "A". Services can be altered or eliminated by location and/or frequency. Compensation to the **CONTRACTOR** would be modified by the amounts noted in the contract or a mutually agreed upon price. **CONTRACTOR** shall submit invoices not later than the tenth (10th) of each month for the previous month's services, and payment shall be due within ten (10) days of receipt of the invoice by the **COUNTY**. All payments shall be mailed to the **CONTRACTOR**, unless prior arrangements to pick up the payment have been made.

3. Term of Agreement:

The term of this Agreement shall be for a period commencing on _____ and ending on _____. With the potential of two successive one-year contracts. The County shall not be bound to a minimum quantity nor restricted to a maximum quantity of work during the initial agreement period or any subsequent renewals. Time is of the essence.

4. Termination:

Termination for Cause: If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than seven (7) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

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.

5. 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.

6. Proof of Insurance:

The **CONTRACTOR** shall maintain insurance in the types and amounts stated in Exhibit "A" during the term of this Agreement and any renewals or extensions thereof and shall provide adequate proof of same to the **COUNTY** prior to commencing performance under this Agreement.

7. Assignability/Transferability:

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **COUNTY**.

8. Entire Agreement; Amendments:

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. Notices:

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the **COUNTY**: Thomas M. Couch, County Manager
Bulloch County Board of Commissioners
115 N Main St.
Statesboro, GA 30458

With a copy to: Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

If to the **CONTRACTOR**: _____

If sent via regular U.S. mail, such written notice shall be deemed to have been “received” three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

10. No Waiver:

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party’s right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

11. Immunity:

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

12. Legal Construction; Severability:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the **COUNTY** and the **CONTRACTOR** have executed this Agreement as of the first date above written.

COUNTY:

CONTRACTOR:

By: _____

By: _____

Title: County Manager

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____