



INVITATION TO BID

ISSUING AGENCY

***WHITE CO BOARD OF COMMISSIONERS
1235 HELEN HIGHWAY
CLEVELAND GA 30528
PHONE: 706-865-2235
FAX: 706-865-1324***

ISSUE DATE

NOVEMBER 3, 2023

***BID CLOSING DATE
BID CLOSING TIME***

***MONDAY, DECEMBER 4, 2023
3:00PM***

COMMODITY

***INSTALLATION OF CONCRETE
BATTING CAGE PADS***

PROJECT NUMBER

2023-PR11032023SPORTS

INVITATION TO BID

WHITE COUNTY BOARD OF COMMISSIONERS IS REQUESTING SEALED BIDS FOR THE INSTALLATION OF CONCRETE BATTING CAGE PADS AT THE YONAH PRESERVE SPORTS COMPLEX.

SEALED BIDS WILL BE RECEIVED BY WHITE COUNTY BOARD OF COMMISSIONERS, FINANCE DEPARTMENT, 1235 HELEN HIGHWAY, CLEVELAND, GEORGIA 30528 UNTIL 3:00 PM, EST, ON MONDAY, DECEMBER 4, 2023. LATE BIDS WILL NOT BE CONSIDERED NOR RETURNED.

THE BID DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION AT THE WHITE COUNTY BOARD OF COMMISSIONERS, 1235 HELEN HIGHWAY, CLEVELAND, GEORGIA 30528 AND ON THE COUNTY WEBSITE WWW.WHITECOUNTYGA.GOV UNDER BIDS AND RFPs.

BIDS MAY NOT BE WITHDRAWN FOR SIXTY (60) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY OCGA. WHITE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY TECHNICALITIES.

1.0 INTRODUCTION

1.1 Purpose of Procurement

The White County Board of Commissioners is requesting sealed bids for the installation of concrete batting cages pads at the Yonah Preserve Sports Complex located at 327 Asbestos Road, Cleveland, GA 30528.

1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
November 3, 2023	Release of Invitation to Bid
None	Pre-bid meeting
November 17, 2023, 2:00 PM	Deadline for written questions
November 27, 2023, 5:00 PM	Answers to written questions
December 4, 2023, 3:00 PM	Bids Due

1.3 Restrictions on Communications

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Finance Assistant named herein, 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

1.4 Pre-Bid Meeting

A Pre-Bid meeting will not be held.

1.5 Questions & Addenda

All questions concerning this bid **must be submitted in writing** (email is preferred but fax and mail may be used) to the Finance Assistant no later than Friday, November 17, 2023, at 2:00 pm, EST.

The Inquiries must be directed to:

Misti Lane, Finance Assistant
White County Board of Commissioners
1235 Helen Highway
Cleveland, GA 30528
mlane@whitecounty.net
Fax (706) 865-1324

No response to inquiries other than written will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the county [website, www.whitecountyga.gov](http://www.whitecountyga.gov) under the Bids & RFPs tab no later than Monday, November 27, 2023, at 5:00 PM, EST. A signed copy of any

addenda shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

1.6 Contract Term

While there will not be a contract for this project, the White County Board of Commissioners will issue a purchase order or Notice to Proceed to awarded vendor.

1.7 Bonds

Bid Bonds	Not required
Performance and Payment Bonds	Not required

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 “Bid/Proposal Bonds, Payment Bonds and Performance Bonds”.

1.8 Submission of Bids

One (1) original of the complete signed submittal must be received no later than **Monday, December 4, 2023, AT 3:00 PM, EST**. Bids must be submitted in a sealed envelope stating on the outside, the vendor’s name, address and “**Project# 2023-PR11032023SPORTS**” to:

**Misti Lane, Finance Assistant
White County Board of Commissioners
1235 Helen Highway
Cleveland, GA 30528**

Bid submissions must include:

- Completed Bidder’s Certification – Appendix A
- Completed E-Verify – Appendix B
- Completed Pricing Sheet – Appendix C
- Completed W-9 – Appendix D
- Information Sheets, Brochures, Specifications Sheets, Cut Sheets, Warranty Sheets, etc. regarding the product you have quoted
- Signed Addendum (if any)
- Proof of insurance / Certificate of Insurance

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to White County.** Any bid received after 3:00 pm on December 4, 2023, will not be opened.

1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify the White County Finance Assistant, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to

a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at White County's discretion.

1.10 Determination of Award

Any purchase order / contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

2.0 SPECIFICATIONS

The White County Board of Commissioners is requesting sealed bids for the installation of two (2) concrete batting cage pads at the Yonah Preserve Sports Complex at 327 Asbestos Road, Cleveland, GA 30528.

- Two (2) 62' x 18' concrete batting cage pads

3.0 GENERAL TERMS AND CONDITIONS

See Section 1.0 Introduction for submission requirements specific to this Invitation to Bid.

3.1 Bid Amendments

The County reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the County website, www.whitecountyga.gov, no later than 5:00pm on November 27, 2023. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of any and all addenda is to be included with the original bid submission.

3.2 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a signed written request to the Finance Assistant.

3.3 Cost for Preparing Bids

The cost for developing the bid is the sole responsibility of the Bidder. The County will not provide reimbursement for such costs.

3.4 Conflict of Interest

If a Bidder has any existing client relationship that involves White County, the Bidder must disclose each relationship.

3.5 Contractor Selection

White County reserves the exclusive right to determine which Bidder should be awarded the project. The County also reserves the right to reject any or all bids at its discretion with or without cause.

3.6 Negotiations with Apparent Winner

Prior to award, the apparent winning Bidder will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Contractor's bid.

The County reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

3.7 Taxes

White County is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. White County cannot exempt others from tax.

3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to White County if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

3.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

3.10 Cancellation

White County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination. Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

3.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition and must meet all Georgia Department of Transportation specifications.

3.12 Rejection of Submissions/Cancellation of Bids

White County reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject bids that do not

contain all elements and information requested in this document. White County reserves the right to cancel this Invitation to Bid at any time. White County will not be liable for any cost/losses incurred by the Contractors throughout this process.

3.13 Non-discrimination

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

3.14 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

**White County Board of Commissioners
Attn: Accounts Payable
1235 Helen Highway
Cleveland, GA 30528**

A 10% retainage will be held on each invoice until project is 50% complete. A 5% retainage will be held on each invoice thereafter for remainder of project.

Each invoice must include the following information:

- | | |
|-----------------------|---|
| 1 . Date of Invoice | 5 . All billable items must be itemized |
| 2 . Service Performed | 6 . Appropriate Unit of Measure |
| 3 . Billing Period | |
| 4 . Terms | |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Approved invoices (less retainage) will be paid within 30 days of approval.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

3.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless White County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-Contractors and any persons employed by the sub-Contractor.
8. The Contractor and all sub-Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing White County Board of Commissioners as the Certificate Holder must be provided prior and incorporated as part of the award contract.

3.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

3.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

3.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

3.19 News Releases by Contractor

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the White County Clerk for review and approval.

3.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

3.21 Drug Free Workplace

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub-Contractor to work in a drug-free work place shall secure from that sub-Contractor the following written certification:
3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

3.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

3.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

3.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

3.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

3.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

3.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, White County's Invitation to Bid and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated.



Appendix A

BIDDER'S CERTIFICATION
Yonah Preserve Sports Complex
Installation of Concrete Batting Cages
Project# 2023-PR11032023SPORTS

Date of Bid

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information

(Type or Print)

Name of Company

Address

City, State, & Zip Code

Phone Number

Fax #

Tax ID Number

Name and Mailing Address

(Where to Send Payment)

Name of Company

Address

City, State, & Zip Code

Phone Number

Email Address

OR

Social Security Number

Name & Title of Person Authorized to Sign

Name

SIGNATURE

Title

**Proposals or Bids not signed shall be declared as "Non-Responsive"
and may not be considered for award**



Appendix B
Picnic Tables and Park Benches Project# 2023-PR11032023SPORTS
E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act
(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

White County Commissioner and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-101-.02 of the Rules of the Georgia Department of Labor 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 contracting with the White County Commissioner has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/>* operated by the United States Citizenship and Immigration Services Bureau of 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 Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, 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 Rule 30010-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

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). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted F. May 25, 2007; eff. June*



Appendix C
Installation of Batting Cage Pads
Project# 2023-PR11032023
Pricing Sheet

Product	Qty	Price Each	Total
Two (2) 62' x 18' concrete batting cage pads	2		
Additional Fees, Delivery, etc (if applicable)			
	Total Bid:		
Expected Completion Time Frame:			

Name of Company: _____

Address of Company: _____

Printed Name and Title of Person Authorized to Sign Pricing Sheet:

Signature: _____ **Date:** _____
