



**City of Fort Oglethorpe
Recreation and Leisure Services
500 City Hall Drive
Fort Oglethorpe, Georgia 30742
706.866.2544
www.fortogov.com**

**Invitation to Bid (ITB) #001-22:
Fort Oglethorpe Recreation
Baseball/Softball - Fencing**

1.0 Bid Requirements and Project Specifications

The City of Fort Oglethorpe hereby solicits and requests sealed bids for perimeter fencing replacement and upgrades at the Fort Oglethorpe Recreation Baseball/Softball fields at Barnhardt Circle, Fort Oglethorpe, Georgia 30742.

The project consists of furnishing all materials, labor, tools, equipment, and services required for installing approximately 1,852 linear feet, 6-foot high of black ornamental aluminum fence, a 16-foot aluminum double swing gate, three 6-foot wide aluminum single swing gates, approximately 52 linear feet, 6-foot high of chain link fence and a 22-foot chain link double swing gate,

Bids for this project must be sealed and delivered in person, by mail, or overnight delivery service to:

**City of Fort Oglethorpe
500 City Hall Drive
Fort Oglethorpe, Georgia, 30742
Attention: Tony Ellis, Director of Recreation and Leisure Services**

All bids must be delivered to the City no later than Thursday, March 3, 2022 at 2pm. Any bid received after this time will not be considered. The envelope shall state **“SEALED BID – ITB #001-22: Fort Oglethorpe Baseball/Softball - Fencing”** to prevent accidental opening. Bids will be read aloud at that time. An award will be made based on the lowest responsive and responsible bid that has met the requirements of this ITB. Bid price shall stand for 90 days from the due date of the bid.

Written inquiries concerning the project should be made to Tony Ellis, Director of Recreation and Leisure Services, at tellis@fortoglethorpega.gov. All questions must be submitted in writing by Thursday, February 24, 2022 at 2pm.

For complete details regarding this bid and to view the scope of work summary for ITB # 001-22, please view the project details at www.fortogov.com under the Bids and Proposals tab <https://fortogov.com/bids-and-proposals/>. A pre-bid meeting will be held at the project site on Thursday, February 24, 2022 at 1pm. Contractors are encouraged to attend to view the project site, resolve any questions, and discuss the specifications requested.

1.1 ITB #001-22: Fort Oglethorpe Baseball/Softball - Fencing – Specifications

The purpose of this specification is to describe materials, dimensions, and workmanship desired to install ornamental aluminum fencing, chain link fencing at the project site as specified below.

1.1.1 **Ornamental Aluminum Fence:** The successful bidder shall install approximately 1,852 linear feet of six-foot (6') aluminum fence, a 16-foot aluminum double swing gate and three six-foot (6') wide aluminum single gates. The ornamental fence and gate will be constructed of industrial grade aluminum with a black powder coated finish. Fence to be installed plumb and straight.

- **Dimensions:** The ornamental fence will be six feet high and panels will be eight feet in length.
- **Rails:** Fencing panels will have a smooth top rail design with three rails: two at the top and one at the bottom. Rails will be one and five-eighths inches square.
- **Posts:** Posts will be two and one-half inches square at a thickness of .075 inch. Each post will have a minimum of 60 pounds of concrete poured around it.
- **Pickets:** Pickets will be one-inch square at a thickness of .062 inch. The pickets will be spaced so that the space between them will be < (less than) 4 inches typical.
- **Gates:** One gate will be a double swing gate allowing for a 16-foot gate opening. Three gates will be a single swing gate allowing for a 6-foot gate opening. Gates will have a smooth top rail design with two rails at the top. The bottom member of gates will be two inches by four inches at a thickness of .125 inch. Gate height will be six feet at center and five feet at each end.
- **Disposal:** The contractor **SHALL** be responsible for the removal or disposal of the existing chain link fencing.

1.1.2 **Chain Link Fence:** The successful bidder shall install approximately 52 linear feet of six-foot (6') chain link fence and a twenty-two (22') chain link double swing gate.

- **Dimensions/Fabric:** The chain link fence will be six feet high. Chain link fabric shall be nine (9) gauge galvanized with a two (2") inch mesh size. Chain link fabric shall be knuckled both selvages.
- **Posts/Rails:** All corner posts, line posts, and top rails shall be SS 40 pipe. Each post will have a minimum of 60 pounds of concrete poured around it.
 - Corner posts shall be 2-1/2" tube size with an outside diameter of 2-3/8" and .065" wall thickness.
 - Line posts shall be 2" tube size with an outside diameter of 1-7/8" and .065" wall thickness.
 - Top rails shall be 1-5/8" tube size with an outside diameter of 1-5/8" and .065" wall thickness.
- **Fittings:** Bid price shall include all associated fittings (clamps, post caps, ties, etc.) needed to provide a finished, turnkey product.
- **Disposal:** The contractor **SHALL** remove and properly dispose of all chain link fence related debris from the site upon completion.

1.2 Other Specifications

- 1.2.1 The contractor shall obtain all permits (this is a City project – fees are waived) and inspections as required by the City of Fort Oglethorpe Building Department, City of Fort Oglethorpe Ordinances, and the rules and regulations of any legal body having jurisdiction.
- 1.2.2 The contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
- 1.2.3 Work is to be completed within 60 DAYS after Notice to Proceed.
- 1.2.4 Warranties: Provide minimum one (1) year warranty on installation and workmanship. Include all manufacturer's warranties covering project materials.

2.0 Bid Submittal and Required Documents

2.1 The bid response must include the following documents in this order:

- Bid Proposal Form (as a cover sheet)

- Bid Fee Form
 - Execution of Bid Form
 - Exception Sheet
 - Affidavit of Non-Collusion
 - Certificate of Insurance as described in Section 6.0 'Insurance Requirements'
 - E-Verify Compliance – Georgia Security and Immigration Compliance Act Affidavit
 - All other submittals as required per the specifications.
- 2.2 All referenced documents must be complete and returned in their entirety to constitute a complete bid. All manually submitted bids must be submitted on the bid proposal and bid fee forms contained in these specifications to be considered.
- 2.3 Partial bids will be accepted. Contractors can bid on all or part of this bid. The City reserves the right to award by line item to multiple contractors if deemed advantageous to the City.
- 2.4 Respondent understands that the City reserves the right to reject any or all bids. Award will be made based upon the most responsive and responsible bid that has met the requirements of this ITB criteria. The respondent agrees that its bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.
- 2.5 Contractors are responsible for determining and acknowledging any addenda issued in connection with this bid solicitation in order for their bids to be considered. Addenda will be published on the City's website (www.fortogov.com) under the Bids and Proposals tab (<https://fortogov.com/bids-and-proposals/>).

3.0 Quality Assurance Requirements

- 3.1 Project Safety: The contractor is solely responsible for maintaining safe work environment for the duration of the project.
- 3.2 The contractor is urged to use care on this project and leave the City property in pre-project condition.
- 3.3 The contractor shall be responsible for taking corrective actions for any notices of violations issued as a result of the contractor's or any subcontractor's actions or performances during this scope of work.

4.0 Terms and Conditions

- 4.1 All bids and supporting materials as well as correspondence relating to this ITB become property of the City of Fort Oglethorpe when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the bid is proprietary will not be honored.
- 4.2 All applicable State of Georgia and Federal Laws, City ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the respondent, the Contractor and project throughout and are herein incorporated. The Agreement with the contractor, and all questions concerning the execution, validity, or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- 4.3 Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
- 4.4 Subcontractors as part of the project team must be licensed in the State of Georgia and shall be responsible for obtaining E-Verify Affidavits from his subs.
- 4.5 From the date the City of Fort Oglethorpe receives a respondents bid through the date a contract is awarded to a contractor, no respondent may make substitutions, deletions, additions or other changes in the configuration of respondent's bid.
- 4.6 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Fort Oglethorpe. All such materials shall remain the property of the City of Fort Oglethorpe and will not be returned to the respondent.
- 4.7 Failure to submit all the mandatory forms for this ITB package shall be just cause for the rejection of

the qualification package. However, the City of Fort Oglethorpe reserves the right to decide, on a case by case basis, its sole discretion, whether or not to reject such a bid as non-responsive.

- 4.8 In case of failure to deliver goods in accordance with the contract terms and conditions, the City of Fort Oglethorpe, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies the City of Fort Oglethorpe may have.
- 4.9 By submitting a bid package, the Contractor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity this is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 4.10 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the City of Fort Oglethorpe in the state of Georgia. The Contractor shall comply with all applicable federal, state, and local laws and regulations.
- 4.11 It is understood and agreed between the parties herein that the City of Fort Oglethorpe shall be bound hereunder only to the extent of the funds available or which may hereafter become available from the purpose of this agreement.
- 4.12 Following review of all qualified bids, selection of a suitable Contractor, a recommendation will be made the City of Fort Oglethorpe Mayor and City Council by the project representative.
- 4.13 Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect. No bid will be considered unless it is accompanied by satisfactory evidence that the Contractor holds any and all necessary or required Federal, State or local licenses and/or permits. Pursuant to O.C.G.A. § 13-10-91, all contractors and subcontractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization. Each respondent shall submit with its bid a copy of current Business License and/or Occupational Tax Certificate issued in the State of Georgia. If Contractor cannot provide this License, it will be required to obtain one with the City of Fort Oglethorpe if it is the awarded respondent.
- 4.14 The City of Fort Oglethorpe reserves the right to accept the lowest responsive & responsible bid that is determined to be in the best interest of the City of Fort Oglethorpe. The City of Fort Oglethorpe reserves the right to accept or reject any and all bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary.

5.0 Indemnification

- 5.1 The City of Fort Oglethorpe shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of resulting from the performance of the products or from services, of which, the City of Fort Oglethorpe is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from any job-related injury.
- 5.2 The Contractor agrees to indemnify the City of Fort Oglethorpe and pay the cost of the City of Fort Oglethorpe legal defenses, including the fees of attorneys as may be selected by the City of Fort Oglethorpe, for all claims described in the hold harmless clause herein. Such payment on behalf of the City of Fort Oglethorpe shall be in addition to any and all other legal remedies available to the City of Fort Oglethorpe and shall not be considered to be the City of Fort Oglethorpe exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

6.0 Insurance Requirements

- 6.1 Contractor providing services under this agreement will be required to produce and maintain, at their own expense and without cost the City of Fort Oglethorpe, until final acceptance by the City of Fort Oglethorpe of all products or services covered by the contract, the following types of insurance. Contractor must have as a minimum, the following insurance limits: a) Worker's Compensation and

Employer's Liability Insurance, statutory limits: b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate: c) Comprehensive Automobile Liability Insurance, \$1,000,000 Combined Single limit: d) \$1,000,000 Commercial Umbrella policy.

- 6.2 The Contractor shall provide certificates of insurance to the City of Fort Oglethorpe demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City of Fort Oglethorpe as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City of Fort Oglethorpe.
- 6.3 This insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.
- 6.4 Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

7.0 Georgia Immigration & Compliance Act

- 7.1 Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the City of Fort Oglethorpe Government or a contractor of the City of Fort Oglethorpe Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy these requirements.
- 7.2 Access to the authorization program to obtain an E-Verify number can be found at e-verify.uscis.gov/enroll, the website operated by the U.S. Department of Homeland Security (USDHS). **FOR A BID TO BE CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO ALL SOLICITATIONS ISSUED BY THE CITY OF FORT OGLETHORPE.**

Exception Sheet

ITB # 001-22: Fort Oglethorpe Baseball/Softball -
Fort Oglethorpe Baseball/Softball - Fencing

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM
(Submit as the cover sheet)
(Submit a minimum of two copies)

City of Fort Oglethorpe Purchasing Department
500 City Hall Dr
Fort Oglethorpe, Georgia 30742
Attention: Tony Ellis, Director of Recreation and Leisure Services

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Do you have a business tax certificate issued in the state of Georgia? (Check one) Yes: _____ No: _____

From what City / County _____

Tax Certificate #: _____ Federal Tax ID #: _____

Indicate legal form of ownership of bidder (statistical purposes only): Check one.

_____ Corporation

_____ Partnership

_____ Individual

_____ Other (Specify: _____)

BID FEE FORM

ITB # 001-22: Fort Oglethorpe Baseball/Softball - Fencing

Bidder Name: _____

Project Location: Barnhardt Circle, Fort Oglethorpe, Georgia 30742

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Fort Oglethorpe for this bid. Any exceptions are clearly marked on the Exceptions Sheet attached herein:

Ornamental aluminum and chain link fencing

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (IF APPLICABLE)	TOTAL
Ornamental aluminum fence including installation	1,852 feet		
Aluminum double swing gate including installation	16 feet		
3 Aluminum single swing gate including installation	6 feet		
Chain link fence including installation	52 feet		
Chain link double swing gate including installation	22 feet		

TOTAL PROJECT BID \$ _____

ADDENDA ACKNOWLEDGEMENT

NOTE: Addenda will be published on the City’s website (www.fortogov.com) under the Bids and Proposals tab (<https://fortogov.com/bids-and-proposals/>).

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

Signature

*This acknowledgement is separate from my signature on the bid proposal form. My signature on the bid proposal form will not be deemed as an acknowledgement of addenda.

Time required for delivery after receipt of order: _____ weeks.

I certify this bid complies with the Bid Requirements and Project Specifications issued by the City except as clearly marked on the Exception Sheet.

Authorized Representative /
Title
(Print or Type)

Authorized Representative

Date

EXECUTION OF BID

Date: _____

The respondent certifies the following by placing an "X" in all blank spaces:

_____ That this bid was signed by an authorized representative of the company.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ That the respondent agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid is accepted within 90 days from the date of the opening, to furnish the items for the prices quoted within the timeframe required.

Company Name: _____

Address: _____

Contact: _____ Cell: _____

Email: _____

Authorized Representative /
Title
(Print or Type)

Authorized Representative

Date

AFFIDAVIT OF NON-COLLUSION

ITB #: 001-22: Fort Oglethorpe Baseball/Softball - Fencing

Location of Work: Barnhardt Circle, Fort Oglethorpe, Georgia 30742

Contractor's State of: _____

Contractor's County of: _____

Being first duly sworn, deposes and says that he / she is

(sole owner, partner, president, secretary, etc. . .)

That the Proposed Fee is genuine and not collusive; that said respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another person, to put in a sham bid, or that such other person shall refrain from responding to the Invitation to Bid, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Contract Price of affiant or any other respondent, or to fix any overhead, profit, or cost element of said Contract Price, or of that of any other respondent, or to secure and advantage against the City of Fort Oglethorpe, their City Council members, or any other person interested in the proposed contract; and, that all statements contained in said bid are true, and further, that such respondent has not directly or indirectly submitted this bid, or contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Affiant)

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

(Notary Public in and for)

(County)

My commission expires _____, 20____

[NOTARY SEAL HERE]

