



# **Macon-Bibb County, Georgia**

## **INVITATION FOR BIDS**

FOR

25-034-LH

## **Radio Tower Upgrades**

330-13

330-10

936-84

BID NUMBER: 25-034-LH

ISSUED: February 14, 2025

BIDS DUE NO LATER THAN 12:00 NOON ON Thursday, March 13, 2025

Macon-Bibb County Procurement Department  
City Hall  
700 Poplar Street, Suite 308  
Macon, Georgia 31201

GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, **March 13, 2025**, for **Radio Tower Upgrades** for the Macon-Bibb County, Georgia.

**NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**

2. Bids will be publicly opened in the Macon-Bibb County Finance Department Conference Room on **Thursday, March 13, 2025, at 2:00 pm.**

3. Minority Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible.

B. Pre-Bid

A pre-bid conference is scheduled for **10:00 o'clock a.m., Wednesday, February 19, 2025**, Procurement Conference Room, Suite 308, 700 Poplar Street, Macon, GA 31201. **Deadline to submit questions will be Friday, February 21, 2025.** All questions must be submitted by email only to [Lhardwick@maconbibb.us](mailto:Lhardwick@maconbibb.us)

Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0536, or may be viewed and downloaded from one of the links included below:

Georgia Procurement Registry website

[http://ssl.doas.state.ga.us/PRSapp/PR\\_custom\\_index.jsp?agency=61100](http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100)

Macon-Bibb County Procurement Page [www.maconbibb.us/purchasing](http://www.maconbibb.us/purchasing)

C. Bid Bond

A. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.

a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

D. Sealed Bids

A. Envelopes shall be identified on the outside as

**“25-034-LH, Radio Tower Upgrades”**

and delivered by hand or mailed to:

Macon-Bibb County Procurement Department

Attn: Laura Hardwick

700 Poplar Street, Suite 308

Macon, Georgia 31201

Mark the outside of the envelope “25-034-LH, Radio Tower Upgrades”

E. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents will cause the bid to be deemed unresponsive. Additionally, all submission documents must be completed and included with the bid; failure to include completed, signed, and notarized forms (as applicable) will cause the submitted bid to be deemed non-responsive.

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.
2. All prices shall be Delivered prices, FOB Destination, after deducting all non-applicable taxes, delivered to each requesting department or office. Vehicles shall be ready to use. Prospective Vendors must consider all costs associated with performing the work or providing the products in their bid price. Pursuant to Ga. Const. Art. III, Sec. VI, Para VI., the County may not authorize extra compensation to any contractor after the contract for services has been entered nor adjust compensation in relation in changes in overhead costs for contractors during the time for performance of a contract.
3. No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

G. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

H. Insurance.

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia. All coverage should be written with an insurance company with a Best Rating of A or better. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract. Macon-Bibb County shall be named as additional insured on the policy. All policies shall include coverage for bodily injury and property damage.

Workers' Compensation: Statutory

Business Automobile: \$1,000,000

General Liability: \$1,000,000

I. Addenda; Document Discrepancies & Clarification to Bid Documents

1. Addenda to Bid Documents

- a. Addenda, the plural of addendum, are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.
- b. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
- c. All questions or requests for clarification must be submitted no later than 3:00 p.m. on Friday, February 21, 2025.
- d. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than Friday, February 21, 2025. Email request to [Lhardwick@maconbibb.us](mailto:Lhardwick@maconbibb.us).
- e. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department. All discrepancies to which the Procurement Department is notified shall be addressed in an addendum to the Bid Documents.

J. Instructions to Bidders

A. Definitions.

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.
3. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.

K. Required Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
  - a. Bid Form
  - b. Bidder's Qualification Form
  - c. List of Sub-Contractors
  - d. DBE/Minority-owned Business Participation Goal Statement
  - e. Financial & Legal Stability Statement
  - f. E-Verify Affidavit
  - g. Non-Collusion Affidavit
  - h. Addendum Acknowledgement Form (if addenda have been issued)

L. Bidder's Representation

1. Each bidder, by making his bid, represents that he has: (1) Read and understands the bidding documents; and (2) Visited the site and became familiar with the local conditions under which the work is to be performed.
  - a. Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
  - b. The failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.

M. Reservations & Requirements

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid nonresponsive.

N. Confidentiality & Georgia Open Records Act

1. In order to ensure compliance with Georgia's Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to [OpenRecordsNotices@maconbibb.onmicrosoft.com](mailto:OpenRecordsNotices@maconbibb.onmicrosoft.com). Vendor shall provide County with copies of all records proposed for production prior to responding to such request. The vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damage and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

## II. Special Conditions

### A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:

- a. International Building Code
- b. State and Local Building Code
- c. Georgia Department of Transportation (D.O.T.)
- d. Occupational Safety and Health Administration (OSHA)
- e. Other Federal, State, or Local Codes

### B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

### C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due, or which may become due the contractor under this contract.

E. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

III: Scope of Work

See attachment B for scope of work.

**Bid Price Form**  
**For**  
**Tower Repair Services**

<b>Description</b>	<b>Price</b>
Breezy Hill Tower	
Knight's Road Tower	
Town Creek_Center Tower	
Allied Industrial Towers	

**Delivery Completion Timeframe** \_\_\_\_\_

**Total Bid Price: \$** \_\_\_\_\_

**I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



ADDENDUM ACKNOWLEDGEMENT

Macon-Bibb County Board of Commissioners  
Laura Hardwick, Director of Procurement  
Macon-Bibb County, Procurement Dept.  
700 Poplar Street  
Suite 308  
Macon, Georgia 31201

DATE: \_\_\_\_\_

Re: Radio Tower Upgrades  
Macon-Bibb County  
Bibb County, Georgia

Dear Ms. Laura Hardwick

- 1. We have examined the Specifications, related documents, and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

ADDENDUM RECEIPT:

We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.

b. Bidder acknowledges receipt of the following addenda:

Addendum No.      Dated \_\_\_\_\_

Addendum No.      Dated \_\_\_\_\_

Addendum No.      Dated \_\_\_\_\_

We agree to commence actual physical work on site, with adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

- 2..In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

3. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Respectfully Submitted,

Authorized Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_