



*McDuffie County Board of Commissioners  
Youth Sports Officials*

**MCDUFFIE COUNTY, GEORGIA  
INVITATION FOR BID  
SPORTS OFFICIAL ASSOCIATION  
BID NO. 21-001**

The McDuffie County Board of Commissioners is accepting bids for Sports Officials for youth sports for the Recreation Department. Proof of business license, workers comp. insurance, and E-Verify Affidavits are required to be submitted with all bids.

Specifications for bids may be picked up at the Thomson-McDuffie County Government Center, County Manager's Office, between the hours of 8:00-5:00, Monday-Friday or are available on the McDuffie County Website.

The deadline for submission of bids is **March 17, 2021 at 4:00 pm** at which time all bids will be opened in the upstairs Training Room of the Thomson-McDuffie Government Center. All Bids are to be marked "Sealed Bid – Sports Official Association" and submitted to the following address:

McDuffie County Board of Commissioners  
Attn: David Crawley, County Manager  
210 Railroad Street, Room 2417  
Thomson, GA 30824

McDuffie County reserves the right to accept or reject any or all bids, in whole or in part, or make any other decision considered to be in the best interest of the county.



*McDuffie County Board of Commissioners  
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**MCDUFFIE COUNTY, GEORGIA  
INVITATION FOR BID  
BID NO. 21-001**

General Information

This is an invitation to submit a bid for Sports Officials of TMRD Youth Sports owned by McDuffie County.

Sealed bids will be received at the County Manager's office on the second floor in the Thomson-McDuffie County Government Center, 210 Railroad Street, Thomson, GA 30824, until **4:00 PM, Friday, March 17, 2021** at which time all properly received bids will be opened and publicly read.

Bids received after the deadline will be rejected and returned unopened.

Instructions for preparation and submission of bid proposal are contained in this packet.

Bids must be typed or printed in ink. Bids submitted as a result of this invitation must include the bidders Response Schedule and be returned in a sealed envelope or container marked "**Sealed Bid – Sports Official Association**" on the outside of the envelope or container. No bid will be considered, unless so received.

There will not be a pre-bid conference. Any questions that may arise from this invitation should be submitted in writing and forwarded to the County Manager (see the next section for further details). It shall be the bidder's responsibility to seek clarification as early as possible prior to the time of bid opening. ANY DISCUSSIONS OR DOCUMENTS PERTAINING TO QUESTIONS ASKED WILL BE CONSIDERED NON-BINDING UNLESS INCORPORATED AND PROMULGATED IN AN ADDENDUM.

McDuffie County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, political affiliation, family relations, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by McDuffie County.

McDuffie County reserves the right to reject any and all bids, waive technicalities and make the award in the best interest of the County.

McDuffie County

David Crawley, County Manager



## Sports Officials – Invitation for Bid

### Terms and Conditions

#### 1. DEFINITIONS

- A. Bid – an offer or statement of a price and project description in response to a request for materials or services to be rendered to the County or its employees.
- B. Bidder – any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any private entity who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- C. County – McDuffie County or its designee.
- D. County Employees – an employee of McDuffie County.
- E. Department – a unit of McDuffie County government that encompasses similar staff functions, purposes, and goals and operates under the direct supervision of the McDuffie County Board of Commissioners or of its designee.
- F. Invitation for Bids – executed bidding documents, including documents attached or incorporated by reference, utilized for soliciting bids in accordance with the bidding procedures set forth herein.
- G. Sealed Bid – a written response in a sealed envelope or package to an advertised request for materials or services to be rendered to the County or its employees.

#### 2. GENERAL DESCRIPTION

McDuffie County is interested in receiving sealed public bids for Sports Officials of youth sports for the recreation department owned by McDuffie County to include:

Sweetwater Sports Complex 180 Sweetwater Park Drive Thomson, Ga  
30824

#### 3. AWARD OF CONTRACT

A contract will be awarded to the Bidder whose bid, conforming to this invitation for bid that will be most advantageous to the County; price and other factors. The County reserves the right to reject any or all bids and to accept any single item or combination of items in the bid, and to waive informalities and minor irregularities in all bids received. A Bid Award Letter will be provided to the successful Bidder following approval by the McDuffie County Board of Commissioners. A written Contract will be issued to the successful Bidder at the Post Award Conference.

#### 4. POST AWARD CONFERENCE

Within five (5) business days of receipt of the Bid Award Letter, the successful Bidder shall meet with the County Manager at the McDuffie County Government Complex, 210 Railroad Street, Thomson, GA 30824



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to approve the Services Contract. The purpose of this meeting is to ensure that the County and the Bidder have the same understanding of the specifications and the final product.

*5. CONTRACT ADMINISTRATION*

The Contract Manager for this invitation and any contract(s) or purchase order(s) arising from this invitation shall be David Crawley, County Manager.

All questions concerning this invitation and all questions arising subsequent to the award are to be addressed or emailed to the Department Contact at the following address:

McDuffie County  
ATTN: David Crawley, County Manager  
210 Railroad Street  
Thomson, GA 30824  
Office: (706) 595-2112  
E-mail: dcrawley@thomson-mcduffie.net

*6. SERVICES*

Services shall be performed in accordance with the specification and schedule provided below and as further detailed in the Services Contract. The County Manager will be the accepting and approval authority for all work.

**SCOPE OF WORK**

The Contractor agrees to provide the services listed in this Scope of Work.

1. Sports Officials:

- a. General knowledge of sports rules
- b. Schedule adequate amount of officials for each game
- c. Submission of officials' schedules 1 week prior to scheduled game
- d. Ability/Responsible for assigning officials and disbursing payment to officials.
- e. Hold a minimum \$1,000,000.00 insurance policy through the duration of the contract
- f. Ensure staffed officials have appropriate uniforms
- g. All officials must display professionalism at all times and adhere to the applicable policy and procedures of Thomson-McDuffie County.



*7. PAYMENT*

Payment for services will be in accordance with the Services Contract.

Invoices shall be mailed to the following address:

McDuffie County  
ATTN: David Crawley, County Manager  
210 Railroad Street  
Thomson, GA 30824  
Office: (706) 595-2112  
E-mail: [dcrawley@thomson-mcduffie.net](mailto:dcrawley@thomson-mcduffie.net)

*8. NON-EXCLUSIVE*

The County, when entering into an obligation through issuance of a contract for receiving services under this bid, reserves the right to make a single award, multiple awards, or solicit for bids separately from this invitation for bid any single item or group of items when deemed advantageous for the County.

The County reserves the right to reject any or all bids.



**BIDDER'S RESPONSE SHEET**  
**(To Be Completed By Bidder)**

**COST SHEET**

Sports Officials per sport (10 and under) per official \$\_\_\_\_\_. (Basketball) \$\_\_\_\_\_. Football \$\_\_\_\_\_. (Soccer) \$\_\_\_\_\_. (Baseball/Softball)

Sports Officials per sport (11 to adult) per official \$\_\_\_\_\_. (Basketball) \$\_\_\_\_\_. Football \$\_\_\_\_\_. (Soccer) \$\_\_\_\_\_. (Baseball/Softball)

Sports Official Booking Fee per official \$\_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Person Authorized to Sign** (Please print or type):

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

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

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

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Company Information** (Please print or type):

Company: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



STATE OF GEORGIA )  
 )  
COUNTY OF McDUFFIE )

**OATH**

I, \_\_\_\_\_ (name of individual), solemnly swear that in the procurement of the contract for Sports Official Association, that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

I swear that neither I, nor any other person associated with me or my business, corporation or partnership has caused or induced any other bidder to withdraw his/her Bid or proposal from consideration for this project.

This oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21(e).

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Name of Party: \_\_\_\_\_

Corporate or Partnership Name: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.



**AGREEMENT FOR  
Sports Official Association**

THIS AGREEMENT is made as of this \_\_\_day of\_\_\_\_\_, 2021 by and between McDuffie County, Georgia, a political subdivision of the State of Georgia (the "County"), with an office at 210 Railroad Street, Thomson, Georgia, 30824, and \_\_\_\_\_ the "Vendor").

**RECITALS:**

The County desires to engage the Vendor to provide materials and labor for Sports Official Association for youth sports to McDuffie County, and the Vendor desires to accept such engagement, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Vendor hereby agree as follows:

**ARTICLE 1  
ENGAGEMENT AND SCOPE**

- 1.1 The County hereby engages the Vendor to provide and labor for Sports Official Association to McDuffie County departments (the "Work") in accordance with the Contract Documents (defined in Section 4.1 hereof), including the Scope of Work, which is Exhibit "A" attached hereto and made a part hereof. The Vendor hereby accepts such engagement, upon the terms and conditions hereinafter set forth.
- 1.2 The Vendor shall provide, furnish and perform all necessary labor and services (including equipment and supplies) and provide and furnish all necessary supplies, materials and equipment required to complete the Work in accordance with the Contract Documents. The type and quantity of service will correspond to the specifications in the Scope of Work which is Exhibit "A" and the Cost Sheets, which is Exhibit " B", and attached hereto and made a part hereof.
- 1.3 If the Vendor is of the opinion that any service requested of it hereunder is beyond the Scope of the Work as provided in the Contract Documents, the Vendor shall promptly notify the County in writing of such opinion and the reasons for the same, with specific references to the Contract Documents. The County shall be the sole judge as to whether or not such service is in fact beyond the Scope of the Work.
- 1.4 No additional services beyond the Scope of the Work as provided in the Contract Documents shall be performed by the Vendor unless the County shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the County and the Vendor. In the event of noncompliance with the foregoing, the Vendor shall neither have nor make any claim for additional compensation by reason of a claim for additional services.





1.5 The term "Change Order" as used herein is a written order to the Vendor, issued and signed by the County after execution of this Agreement, authorizing a change in the Work or an adjustment in the Contract Price (hereafter defined) or the Term (hereafter defined). Unless the Vendor requests a modification in such Change Order, the Vendor shall sign the Change Order and return a copy thereof to the County within ten (10) business days after it has received the same. The Vendor shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of Vendor to respond to a Change Order within such ten (10) day period shall be deemed to signify Vendor's acceptance of such Change Order as if Vendor had signed the same without modification. If Vendor requests a modification of a Change Order, County shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

**ARTICLE 2  
TERM AND FORCE MAJEURE**

21 If the Vendor is delayed at any time in the progress of the Work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Vendor's control and without the fault or negligence of Vendor, the Vendor shall prepare and submit to County within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The Vendor shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The County may determine, in its sole discretion, after the receipt of such notice of delay from the Vendor, whether to terminate this Agreement in accordance with Article 12 hereof or extend the Term by Change Order for such time as the County may determine.

22 The term of this Agreement shall commence on \_\_\_\_\_ and end \_\_\_\_\_ subject to Owner's right to terminate this Agreement, if for any reason the Owner is dissatisfied with the Contractor's performance. Termination rights shall be governed by Section 12 of this Agreement.

**ARTICLE 3  
COMPENSATION AND METHOD OF PAYMENT**

3.1 County shall pay Vendor a fee for completion of the Work determined in accordance with Section 3.2. The fee payable to the Vendor hereunder, as stated on Cost Sheets (Exhibit "B") shall correspond to invoices of completed work, and will not exceed a total "Contract Price" of \$ \_\_\_\_\_ ( \_\_\_\_\_ ), unless Vendor requests and County authorizes in writing an increased amount OR unless County requests additional services and quotes from vendor and County's accepts vendor's quote to provide additional services.

3.2 Vendor shall submit an invoice based on the satisfactory completion of each phase of the Work outlined in the Vendor's Proposal provided. The review and acceptance of or notice of defects in the work performed will not exceed 30 days from receipt of said invoice. The



invoice shall list the charges for each task or portion of the Work performed.

Each such invoice shall also contain Vendor's certification in the form attached hereto as Exhibit "D" that the task or portion of the Work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due to third parties has been paid, and that the amount of such invoice is due to the Vendor. Such invoice shall not contain any surcharge for amounts paid to third parties by Vendor.

- 3.3 County shall pay the full amount of an invoice within forty-five (45) days after receipt of the invoice and accompanying financial report, prepared as described herein. If, however, County objects to all or any portion of any invoice, County shall so notify Vendor of the same, stating the reasons for the objection. County shall be entitled to withhold payment of any amounts in dispute, but shall make payments on amounts not in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice. If Vendor does not make an effort to correct deficiencies, the amount deducted from the invoice will correspond to the amount as explained in the Performance Measure section of the Request for Bid.

#### **ARTICLE 4 CONTRACT DOCUMENTS**

- 4.1 The Contract Documents consist of this Agreement, the specifications stated in the original Request for Bids by McDuffie County, the attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be deemed to be required by all; provided however, if there is any conflict between the terms of this Agreement and any of the other Contract Documents, the terms of this Agreement shall control.

#### **ARTICLE 5 COUNTY'S RESPONSIBILITIES**

- 5.1 The County shall direct its officers, agents and employees to render all reasonable assistance and provide available data to the Vendor in connection with its performance of the Work under this Agreement. The Vendor shall have the duty to make independent inquiry as to the correctness of such data. The County agrees to furnish to the Vendor copies of any previous reports, data and drawings, which may be available and are pertinent to the Work. All such data provided shall remain the property of the County and shall be returned to the County upon termination of this Agreement.

#### **ARTICLE 6 VENDOR'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

- 6.1 The Vendor represents and warrants to the County that it has the authority to enter into this



Agreement and to perform the Work, and that it is licensed and authorized to conduct business in the State of Georgia. The Vendor further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled personnel, qualified by education or experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence according to the standards of the industry.

- 6.2 The Vendor shall at all times enforce strict discipline and good order among its employees and any subcontractors and shall not employ for the Work (i) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (ii) anyone who might endanger himself, others or the project. The Vendor shall be responsible to the County for the acts and omissions of its employees, agents, subcontractors and other persons performing any of the Work for the Vendor. The County reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Work.
- 6.3 The Vendor shall indemnify and hold the County harmless from any and all losses, damages, costs, penalties, expenses (including, but not limited to, reasonable investigation or legal expenses), liabilities, judgments, liens, suits, claims or demands arising out of any actual or threatened damage to property, including the County's property, or injuries to or death of persons, including County's employees, caused by or resulting from Vendor's (or its employees, agents, subcontractors or any other person performing any of the Work for the Vendor) acts or omissions or any breach or threatened breach of this Agreement by the Vendor (or its subcontractors or any other person performing any of the Work for the Vendor).
- 6.4 The Vendor shall guarantee all work performed under this contract against defective workmanship or materials, and shall replace all such defective work, materials or equipment furnished by the Vendor, for a period of two years from the date of final acceptance of the work, unless a longer period is otherwise provided for within the contract documents.

#### **ARTICLE 7 SUBCONTRACTS**

- 7.1 A subcontractor is a person or entity who provides services or performs Work for the Vendor or for a subcontractor of Vendor. The Vendor shall not employ any subcontractor without the prior written consent of the County and shall obtain a written agreement with each subcontractor. As between the County and the Vendor, the Vendor shall be responsible for the acts and omissions of its subcontractors and any portion of the Work performed by a subcontractor. The County may make reasonable requests for information and data concerning any and all subcontractors under this Agreement, and any other matter deemed by the County to be pertinent hereto, and the Vendor hereby agrees to submit such information and data promptly upon request.



## **ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY**

- 8.1 Vendor agrees to advise fully all of its employees, subcontractors and others working for the Vendor concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the County; and to take the steps necessary to assure that such procedures are complied with.

## **ARTICLE 9 INSURANCE**

- 9.1 The Vendor agrees at all times during the Term of this Agreement to maintain in full force and effect, and to require and ensure that all subcontractors have in full force and effect, the following insurance coverages in at least the limits set forth in Section 9.2: Worker's Compensation (including occupational disease in accordance with applicable statutory and regulatory requirements); Employer's liability insurance (including coverage on all of Vendor's employees engaged in the performance of the Work); and Comprehensive General Liability insurance (including protective liability covering death or bodily injury and contractual liability). Before commencement of any of the Work hereunder, the Vendor agrees to furnish to the County, on an annual renewal basis, certificates of insurance, policy endorsements, and other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificates shall accurately reflect the required insurance coverages, including any and all limitations, exclusions and restrictions, and provide that in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the County. The referenced Certificate of Insurance and applicable endorsements must be provided within (10) business days of final execution of the contract and/or issuance of a Notice to Proceed. The Certificate of Insurance MUST list McDuffie County, Georgia as the Certificate Holder as well as AN ADDITIONAL INSURED at the address provided in this contract.

Reference to the contracted project should be listed in the "Description of Operations/Locations" box as follows: "McDuffie County, Georgia is named as an Additional Insured ATIMA in reference to "(Name of Applicable Contract)" under the General, Contractual, and Automobile Liability coverage and will receive (30) thirty days prior written notice of cancellation on this policy." Policy endorsements must be provided for 1) The addition of McDuffie County, GA as an Additional Insured; and 2) Providing the County with 30 days prior written notice of cancellation on the policy

- 9.2 For the purpose of this Agreement, Vendor shall carry the following types of insurance in at least the limits (which may be a combination of primary and excess coverage) specified below:



<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
General Liability, Including Bodily Injury, Occurrence Property Damage and Contractual Liability	\$1,000,000 each
Automobile Liability, Including Bodily Injury Occurrence and Property Damage	\$1,000,000 each

**ARTICLE 10  
PATENTS, PUBLICATIONS AND TRADE SECRETS**

- 10.1 Vendor agrees that it will not at any time, either while engaged hereunder by County or afterwards, make any outside use of, or disclose to any other person or organization, except as authorized in writing by County, any information, whether patentable or not, regarding plans, programs, facilities, designs, processes, products, costs, equipment, operations or customers of County which comes within the knowledge of Vendor in the performance of the Work hereunder.
- 10.2 In the event Vendor creates and desires to publish, produce or use for itself or others, any writings, drawings, photographs or computer software which relates to the business or activities of the County or which contains information received as a result of the Work performed for County by Vendor, a draft manuscript or printout must be provided to County by Vendor prior to publication, production or use. Under no circumstances will any publication, production or use by Vendor relating to the business or activities of County or performance of the Work of the Vendor hereunder be allowed without prior written consent of County. Vendor also agrees that any manuscript, article, book, pamphlet, advertisement, drawing, photograph or computer software produced for County by Vendor is to be deemed "work for hire" for which County is entitled to all copyrights and other benefits thereunder.

**ARTICLE 11  
CONFIDENTIAL INFORMATION**

- 11.1 Vendor recognizes and acknowledges that it will have access to certain confidential information of the County, and of authorities and other governmental entities affiliated with the County ("Affiliated Entities"), and that such information constitutes valuable, special and unique property of the County, and such other Affiliated Entities. Vendor will not, during or after the term of this Agreement, use or disclose any of such confidential information to any person, firm, corporation, association or other entity, except to authorized representatives of the County and Affiliated Entities, for any reason or purpose whatsoever, other than in furtherance of this Agreement. In the event of a breach or threatened breach by Vendor of the provisions of this Article 11, the County, and Affiliated Entities, shall be entitled to a temporary restraining order and/or a preliminary injunction restraining Vendor from using or disclosing, in whole or in part, such confidential information, and Vendor consents to the entry of such a temporary restraining order and/or preliminary injunction without the necessity of County posting any bond in connection therewith, and agrees that it shall not assert any defenses to any petition filed by County in a court of competent jurisdiction requesting such temporary restraining order and/or



preliminary injunction, as the case may be. Nothing herein shall be construed as prohibiting the County, and Affiliated Entities, from pursuing any other remedies available to them for such breach or threatened breach, including the recovery of damages from Vendor.

- 11.2 The obligations of this Article 11 do not apply to information which:
- (a) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to the County or the Affiliated Entities; or
  - (b) is lawfully in the possession of Vendor at the time it was acquired hereunder without the breach of any obligation of confidentiality owed to the County or the Affiliated Entities; or
  - (c) is required to be publicly disclosed under law.

## **ARTICLE 12 TERMINATION**

- 12.1 The County may, at any time, without prejudice to any other right or remedy, and upon giving the Vendor thirty (30) days written notice, terminate this Agreement.

Upon completion of the Work, as accepted by County, or upon receipt of the aforesaid notice of termination, Vendor shall deliver to County all of the following:

- (a) All drawings, documents, reports and all other work relating in any way to any portion of the Work. All Work remains the property of the County and may not be used by the Vendor, except by written agreement of the County, on any other project or for any other person, firm or corporation. Should Vendor refuse to deliver any work, the County is authorized to employ another firm to complete the contract at the expense of Vendor.
- (b) Executed Release of Claims, in the form of Exhibit "E" attached hereto, stating that all bills have been paid and no claims exist against the County.
- (c) Final itemized invoice for payment. Vendor shall be paid for services performed in accordance with the Contract Documents to the date of termination.

## **ARTICLE 13 DELAYS AND DAMAGES**

- 13.1 If the Vendor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to complete said Work within such time, the County may, by written notice to the Vendor, terminate his right to proceed with the Work or such part of the Work as to which



there has been delay. In such event, the County may take over the Work and prosecute the same to completion, by contract or otherwise, and the Vendor and his sureties shall be liable to the County for any excess cost, loss of use of the project, or other damages associated with the delay, occasioned the County thereby. If the Vendor's right to proceed is terminated, the County may take possession of and utilize in completing the Work such materials, and plans, whether or not in final form. If the County does not terminate the right of the Vendor to proceed, the Vendor shall continue the Work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the Vendor shall pay to the County as fixed, agreed, and liquidated damages in the amount of \$25.00 for each calendar day of delay until the Work is completed or accepted and the Vendor and his sureties shall be liable for the amount thereof provided. If the Vendor is delayed at any time in the progress of the Work by any act or neglect of the County or consultant hired by the County, or by an employee of either, or by any separate vendor employed by the County, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control, or by delay authorized by the County, or by any other cause which the County determines may justify the delay, then the time for completion shall be extended by change order for such reasonable time as the County may determine. Any claim for extension of time shall be made in writing by the Vendor to the County not more than ten days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. The Vendor shall provide in its notice an explanation for the delay and the probable effect of the delay on the progress of the Work. Any extension of time to the Vendor pursuant to this paragraph of the contract shall be the sole remedy to Vendor for any such delay, suspension, interruption or effect thereof.

**ARTICLE 14  
UNAUTHORIZED ACTS**

- 141 Vendor represents and warrants to the County that it will make no disbursement or other payment of any kind or character or take or authorize the taking of any other action which contravenes any statute or rule, regulation or other order of any jurisdiction, foreign or domestic.
- 142 County may, from time to time, during the Term and thereafter, upon reasonable notice to Vendor, make an audit of all records of Vendor as they relate to the Work and any payments made by County to Vendor under this Agreement for the same, and obtain copies of the same.
- 143 Vendor agrees to disclose honestly and fully all information and documentation in its possession concerning all transactions or events relating to or affecting the County or Affiliated Entities as and to the extent such information or documentation (i) was acquired or developed by Vendor during its engagement under this Agreement, and (ii) is requested by the County or the authorized representative thereof; provided, that if the Vendor indicates that the information or documentation requested is privileged, confidential or



personally sensitive, appropriate steps will be taken to protect such privilege, confidentiality or privacy to the extent possible consistent with the ethical and legal obligations applicable to the Vendor, but such claim of privilege, confidentiality or sensitivity shall not diminish the unconditional obligation to disclose any such information or documentation to the County or its authorized representatives.

- 144 Vendor shall, at the request of County, render a certificate or sworn affidavit to County stating that Vendor has not violated any of the terms of this Article 14.

#### **ARTICLE 15 NOTICES**

- 15.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. mail, certified or registered, return receipt requested, in a postage prepaid envelope addressed, if to Vendor, at the address set forth at the top of this Agreement and if to County, at the address set forth at the top of this Agreement to the attention of the County Manager, or to such other address(es) as either party shall designate by written notice to the other.

#### **ARTICLE 16 NONASSIGNMENT**

- 16.1 The County has entered into this Agreement in order to receive the services of the Vendor. Subject to the provisions of Article 7 hereof, the Vendor will not make any assignment, by operation of law or otherwise, of all or any portion of the services required under this Agreement without first obtaining the written consent of the County. The rights and obligations of the County hereunder shall inure to the benefit of, and shall be binding upon, the successors and assigns of the County.

#### **ARTICLE 17 MISCELLANEOUS**

- 17.1 The terms and provisions of Article 6, entitled "Vendor's Representations, Warranties and Responsibilities", Article 8, entitled "Protection of Persons and Property", Article 10, entitled "Patents, Publications and Trade Secretes", Article 11, entitled "Confidential Information", and Article 14, entitled "Unauthorized Acts", shall survive the termination of this Agreement, howsoever brought about.
- 17.2 Vendor shall only take instructions from the person or persons who are authorized in writing by the County to give the same.
- 17.3 The Work shall be performed by Vendor in such a manner and at such times so as to not interfere or interrupt County's operations.
- 17.4 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.





- 17.5 This Agreement shall be governed by the laws of Georgia. The Work and performance of same shall comply with all applicable city, county, state and federal codes, rules, regulations and orders. In addition to any others, the parties consent to venue in the courts of McDuffie County. This Agreement may be modified only in writing signed by the parties.
- 17.6 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 17.7 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.
- 17.8 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 17.9 This Agreement and all other Contract Documents supersede all previous agreements between the County and Vendor concerning the Work.
- 17.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same agreement.
- 17.11 In satisfaction of the requirements of O.C.G.A. 13-10-91, and the Rules of the Georgia Department Labor relating to the Georgia Security and Immigration Compliance Act of 2006, that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Agreement. Attached to this Agreement and made a part hereof is the Contractor Affidavit and Agreement, which has been executed by the Contractor (see Contractor's Proposal).



*McDuffie County Board of Commissioners  
Youth Sports Officials*

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal

this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**McDuffie County, Georgia**

By: \_\_\_\_\_  
Chairman of its Board of Commissioners

By: \_\_\_\_\_  
As Its President (or Vice President)

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Clerk of its Board of Commissioners

By: \_\_\_\_\_  
As Its Secretary (or Vice President)

(County Seal)

(Corporate Seal)

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
County Attorney



**EXHIBIT "A"**

**SCOPE OF WORK**

The Contractor agrees to provide the services listed in this Scope of Work.

1. Sports Officials:
  - a. General knowledge of sports rules
  - b. Schedule adequate amount of officials for each game
  - c. Submission of officials' schedules 1 week prior to scheduled game
  - d. Ability/Responsible for assigning officials and disbursing payment to officials.
  - e. Hold a minimum \$1,000,000.00 insurance policy through the duration of the contract
  - f. Ensure staffed officials have appropriate uniforms
  - g. All officials must display professionalism at all times and adhere to the applicable policy and procedures of Thomson-McDuffie County.



**TERMS AND CONDITIONS**

1. The contracted firm will correct any and all errors and omissions that they make, at their own expense.
2. The selected firm shall be required, before awarding of contract, to demonstrate to the complete satisfaction of the County that they have the necessary resources to execute the work in a satisfactory manner and within the time specified; that they have had experience of a same or similar nature; that they have a past history and references which will assure the owner of the firms qualifications for executing the work.
3. The successful firm shall not discriminate against any person in accordance with Federal Laws or Regulations.
4. All rates shall be guaranteed through June 30, 2021.
5. The term of the contract(s) issued as a result of this request for proposal shall be for not less than one year, subject to earlier termination as provided by law and by the terms of the contract. In addition, unless otherwise specified in the Scope of Work, the award of this contract shall include the right at the option of the County, contingent upon the agreement by both parties to any change in premium costs or benefits, to renew and extend this contract on a year-to-year basis as may be permitted by applicable law and County Policy.
6. McDuffie County reserves the right to cancel the contract with a 30-day notice if it is determined by the Board that service is unsatisfactory.
7. Companies must have a willingness to commit to specified levels of performance for service and quality.
8. Companies must have an organization that has demonstrated the ability to deliver cost-effective service.
9. Compliance with Applicable Law - Contractor agrees to comply with all federal, state, county and local laws ordinances and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all regulations and administrative rules established pursuant to those laws.
10. Independent Contractor Status - The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of McDuffie County for any purpose, and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that McDuffie County provides for its employees.
11. Severability - If any term or provision of this Contract is declared by a court of competent



jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and 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 term or provision held to be invalid.

12. Indemnity and Insurance - To the extent permitted by law, the Contractor shall indemnify and save McDuffie County, its officers, agents, employees from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person(s); or damage or destruction to property, real or personal, arising directly or indirectly from the work performed by the consultant, its subcontractors or employees.



**VENDOR INFORMATION**

The undersigned, on behalf of the respondent, certifies that: (1) this information is made without previous understanding, agreement or connection with any person, firm, or corporation providing a response to the same document; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the response is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if officially proposed in response to any Request for Proposal accepted by McDuffie County, the capabilities identified are guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted response will be their responsibility.

\_\_\_\_\_  
Vendor Name as Registered with the Georgia Secretary of State

Type of Organization (check one):

\_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Public Corporation

\_\_\_\_\_  
Authorized Contact Name Printed Title

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Mailing Address Physical Address

\_\_\_\_\_  
City/State/Zip City/State/Zip

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Company Website Address E-Mail

\_\_\_\_\_  
Tax I.D. Number General Nature of Business



**CONTRACTOR 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 McDuffie 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 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) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide copy of each such verification to the McDuffie County, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\*User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE  
\_\_\_\_ DAY \_\_\_\_\_, 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).



**SUB-CONTRACTOR 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 McDuffie 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 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) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide copy of each such verification to the McDuffie County, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\*User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE  
\_\_\_\_ DAY \_\_\_\_\_, 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).





**EXHIBIT "B"**

**COST SHEET**

Sports Officials per sport (Ages 8 and under) per official \$\_\_\_\_\_.(Basketball) \$\_\_\_\_\_.  
Football \$\_\_\_\_\_.(Soccer) \$\_\_\_\_\_. (Baseball/Softball)

Sports Officials per sport (Ages 10 and under) per official \$\_\_\_\_\_.(Basketball) \$\_\_\_\_\_.  
Football \$\_\_\_\_\_.(Soccer) \$\_\_\_\_\_. (Baseball/Softball)

Sports Officials per sport (Ages 11 to adult) per official \$\_\_\_\_\_.(Basketball) \$\_\_\_\_\_.  
Football \$\_\_\_\_\_.(Soccer) \$\_\_\_\_\_. (Baseball/Softball)

Sports Official Booking Fee per official \$\_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Person Authorized to Sign** (Please print or type):

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

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

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

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Company Information** (Please print or type):

Company: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



**EXHIBIT "C"**

**(AFFIRMATION)**

Execution of this Affirmation attests that the original contract agreement document has not been altered in any way.

IN WITNESS WHEREOF, Vendor has executed this Affirmation this \_\_\_\_\_ day of  
\_\_\_\_\_ 2021.

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

By: \_\_\_\_\_  
(Corporate Officer Signature)

As Its: \_\_\_\_\_  
(Corporate Officer Title)

(Seal)



**EXHIBIT “D”**

**RELEASE OF CLAIMS**

Reference is made to the Sports Official Association Agreement, together with all Change Orders thereunder (“Agreement”), by and between the undersigned \_\_\_\_\_ and McDuffie County, Georgia (“County”), dated \_\_\_\_\_, 2021

In connection with the Agreement, Vendor warrants that there are no amounts owed by it or by any of its subcontractors, which could become the basis for a claim against the property described in the Agreement or any other property owned by the County, and that there exists no known liens, claims, demands or causes of action against the Vendor or its subcontractors or the County relating to the Work.

IN WITNESS WHEREOF, Vendor has executed this release this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

By: \_\_\_\_\_  
(Corporate Officer Signature)

As Its: \_\_\_\_\_  
(Corporate Officer Title)

(Seal)