BUTTS COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID (ITB)

ITB #27-04

LARGE DIAMETER FIRE HOSE

Butts County Board of Commissioners
625 West Third Street
Suite 4
Jackson, Georgia 30233

I. INTRODUCTION

Butts County Board of Commissioners and Butts County Fire & Emergency Services (BCFES) are seeking sealed bids from qualified manufacturers or dealers for one (1) new Quick Attack Fire Apparatus, complete with chassis, rescue body, pump, 300-gallon water tank, warning systems, front bumper monitor, winch and specified rescue equipment.

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with ITB #27-04 LARGE DIAMETER FIRE HOSE AND COMPANY NAME. Bids will be received until 3:00 p.m. local time on December 15, 2026, at the Butts County Administration Office - Purchasing Department – Suite 4, 625 West Third Street, Jackson, Georgia 30233. Any bid received after this date and time will not be accepted and will be returned unopened. Bids will be publicly opened and read at 3:30 P.M on December 15, 2026.

There will not be a mandatory pre-bid conference.

Questions regarding proposals should be directed to JoAnna Phillips, Procurement Coordinator, at jphillips@buttscounty.org no later than December 3, 2026, at 2:00 p.m. Any exceptions to the proposal specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum if such information is necessary so that all potential bidders will have the information. Deadline for first addendum, if required, posted on the Butts County website: https://buttscountyga.com/requests-for-bids-proposals-or-qualifications by 4:00 p.m. December 7, 2026. The posting of additional addenda may be required, and it is the responsibility of the bidder to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (**on the included form**) with their solicitation. Bidders should not expect to be individually notified by Butts County.

The written bid documents supersede any verbal or written prior communications between the parties. Butts County reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Butts County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Thank you for your interest in Butts County!

Schedule of Events

Non-Mandatory Pre-bid Meeting	NONE	**NONE**
Questions Submittal Deadline	Direct all questions to: jphillips@buttscounty.org	**December 3, 2026 2:00 pm**
First Addendum Deadline	Posted on county website: **https://buttscountyga.com/requests-for-bids-proposals-or-qualifications**	**December 7, 2026 4:00 pm**
Bid Delivery Deadline	Mail to: Butts County BOC 625 West Third Street Suite 4 Attn: Purchasing Dept Jackson, Georgia 30233	**December 15, 2026 3:00 pm**

SCOPE OF WORK

Butts County Board of Commissioners and Butts County Fire & Emergency Services (BCFES) are seeking sealed bids from qualified manufacturers, distributors, or authorized dealers for seventy-five (75) new sections of 5-inch Large Diameter Hose (LDH), each 100 feet in length, equipped with Storz couplings. The total hose purchase will equal 7,500 linear feet. The intent of this solicitation is to obtain durable, service-ready LDH suitable for municipal fire service operations, water supply, hydrant operations, and relay pumping. All hose and couplings furnished under this bid shall be new, unused, current production, and free from defects.

II. PROPOSAL INSTRUCTIONS

All bids must be submitted in a sealed envelope clearly labeled "ITB #27-04 Large Diameter Fire Hose and the company name."

Late submissions will not be accepted.

Bidders must include:

- Detailed hose and coupling specifications and product literature
- Pricing sheet with all freight and delivery charges
- Warranty information
- Delivery schedule and inspection coordination plan
- List of at least three (3) references from similar fire hose deliveries

III. TECHNICAL SPECIFICATIONS

Minimum Requirements

• Quantity: Seventy-five (75) sections.

• Nominal Hose Diameter: 5 inches.

• Section Length: 100 feet per section.

• Total Hose Length: 7,500 linear feet.

• Couplings: Storz-type couplings sized for 5-inch LDH, factory installed on each section.

• Hose shall be designed and manufactured for fire department large-diameter water supply service.

• Hose construction shall be suitable for repeated loading, deployment, retrieval, and service in municipal fire and emergency operations.
• Hose shall be resistant to abrasion, moisture, mildew, ozone, and common fireground environmental exposure consistent with the manufacturer's published specifications.
• Hose and coupling assembly shall meet or exceed applicable current fire-service hose standards and all applicable federal, state, and local requirements.
• Couplings shall be compatible with standard 5-inch Storz fire-service connections used in the United States.
• Each hose section shall be individually identifiable by the manufacturer in accordance with normal industry practice.
• Hose shall be supplied in a standard fire-service color. Bidder shall state available color options and identify the color included in the base bid.
• No used, reconditioned, prototype, discontinued, or demonstrator hose will be accepted.

IV. PRODUCT INFORMATION REQUIRED WITH BID

• Manufacturer and product/model name.
• Published hose construction and materials.
• Published service/test pressure ratings.
• Coupling manufacturer/type and construction material.
• Weight per 100-foot section.
• Available hose colors.
• Manufacturer's written warranty covering hose and couplings.
• Estimated production and delivery time from receipt of purchase order.
• Documentation identifying any exceptions or deviations from these specifications.

V. DELIVERY AND ACCEPTANCE

All seventy-five (75) sections shall be delivered F.O.B. destination to a location designated by Butts County Fire & Emergency Services within Butts County, Georgia. The successful bidder shall coordinate delivery with the County prior to shipment.

Upon delivery, the County reserves the right to inspect the hose, couplings, markings, quantity, and general condition before final acceptance. Products that are damaged, defective, incorrect, or do not conform to the awarded bid specifications shall be replaced by the successful bidder at no additional cost to the County.

VI. WARRANTY

Bidder shall provide the manufacturer's standard written warranty with the bid. The warranty shall clearly identify the coverage period, covered components, exclusions, claim procedures, and responsibility for freight or replacement costs. Butts County prefers a comprehensive warranty appropriate for fire-service LDH and Storz couplings.

VII. EVALUATION CRITERIA

Proposals will be evaluated on the following:
1. Compliance with specifications - 20%
2. Total cost - 20%
3. Delivery timeline - 20%
3. Manufacturer’s reputation and references - 20%
4. Warranty and after-sale support - 20%

VIII. TERMS AND CONDITIONS

• Butts County reserves the right to accept or reject any or all proposals, waive minor technicalities, and make an award deemed in the best interest of the County.
• All pricing must remain valid for 120 days after the bid opening.

IV. GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

1. Bids Submission

a. These instructions will bind bidders to terms and conditions set forth herein, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.

b. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and to the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival at the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered, and returned unopened to the bidder.

c. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.

d. The bid must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

Butts County Board of Commissioners
Purchasing Department, Suite 4
625 West Third Street
Jackson, GA 30233
ITB #27-04 Large Diameter Fire Hose

e. The Submittal Checklist must be reviewed, and the bidder is to comply with the order of the submittal of documents and is to be included with the bid.

f. The following items are to be submitted:

- **One (1) unbound clearly marked "Original," of the bid documents,**
- **Two (2) bound copy identical to the original bid documents,**
- **One (1) digital copy in PDF format on a USB flash drive identical to the original bid documents. The USB flash drive should be labeled with the Bid number and bidder's name.**

g. All bids must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the bid.

h. If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.

i. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions, and requirements of the bid.

j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on the Bidder Information Form of the bid documents and a completed W9 form to be submitted with the bid.

k. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form are in

accordance with the conditions, terms, and specifications of the bid and that any exception taken thereto may disqualify the bid.

l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Bids

a. Unit price must be shown on the Bid Cost Submittal Form in this document if indicated. All bids should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.

b. All products, equipment, articles, or material must be new and unused or in current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

c. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder's request and expense if items are not destroyed by testing.

d. Full identification of each item including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. If any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Butts County.

e. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

3. Clarification and Communication to County Concerning Bid

a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, addenda. It is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid submission. Therefore, we encourage all Bidders to frequently review the County's website: https://buttscountyga.com/requests-for-bids-proposals-or-qualifications. All addenda forms must be signed and submitted with the bid. Failure to respond and acknowledge any addenda or requests for clarification, even after the bid opening, shall result in a non-responsive bid.

b. The successful firm's bid and all addenda will become a part of the agreement resulting from this document.

c. Bidders seeking an award of a Butts County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without

permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION to the above** would be emailing request for clarification and/or questions to the point of contact listed in the bid/proposal. (These requests will be answered in an addendum).

4. Pre-Bid Conference

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Invitation to Bid." Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. **However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for a contract award.**

5. Rejection and Withdrawal of Bids

a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period.

b. The County may reject all or part of the bid where it is in the best interest of the county or because of improper conduct on the part of a county employee.

6. Bid and Contract Documents

a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.
Corporation: If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.
Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.
Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.

c. Contract Term – The period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful bidder and the County.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the bid to the Butts County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

b. All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranties and the Contractor's warranty regarding equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Butts County and the successful Contractor.

17. Supplier Inclusion Program

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

18. Delivery and F.O.B. Destination

a. All prices shall include shipping and delivery cost to our destination; F.O.B., Butts County, Georgia, unless otherwise requested. The Bidder shall oversee all material procurement, storage, and delivery to the project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.
b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

19. County's Tax Exemption

Butts County is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by Butts County. Exemption certificates furnished upon request.

20. Award of Contract

a. Butts County desires to complete the award process in a timely manner. Butts County reserves the right to reject or accept any or all bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Butts County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible Bidder(s), if awarded. The bid specifications will be available on the County's website: https://buttscountyga.com/requests-for-bids-proposals-or-qualifications

b. Butts County reserves the right to reject any bid if the evidence submitted by or investigation of the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.

c. Butts County is subject to making records available for disclosure after the Board of Commissioners' approval of the recommendation. The award shall be made by the Board of Commissioners of Butts County unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

21. Project Site and Monitoring of Work

a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Butts County. The Contractor shall provide and make available an appointee to Butts County for project coordination and supervision of Bidder installation personnel. Coordination consists of meeting with the Butts County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.

b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.

c. The Contractor shall ensure all trash generated by the work performed shall be removed from the site and properly disposed as each work operation is completed in each area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed, the County will notify the Contractor of the discrepancy, and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the County reserves the

right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.

d. No one except authorized employees of the Contractor is allowed on the premises of Butts County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

22. Confidentiality

All information disclosed by Butts County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

23. Indemnification

a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Butts County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Butts County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

24. Controlling Law, Venue

Any dispute arising because of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Butts County, Georgia. This Agreement shall be governed by the applicable laws of the County of Butts and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Butts Judicial Center Courts.

25. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of Butts County. The selection, retention, assignment, direction, and payment of Contractor's employees shall be the sole responsibility of Contractor.

26. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or

operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Butts County.

27. Owner and Ownership of Documents

The Butts County Board of Commissioners, 625 West Third Street, Jackson, Georgia 30233 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during 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 project except that Contractor shall have the right to retain copies of the same.

28. Performance of Contract

a. Butts County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to always furnish an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,

d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

29. Default and Termination

a. Termination by Contractor

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by County

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to conduct the contract provisions of any one or more of the following events:

(1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any

conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.

(2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(3) Contractors' failure to conduct services according to the approved bid specifications.

(4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.

(5) Contractor's performance of the contract is unreasonably delayed.

(6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its bid submission that the County's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

30. Invoices

Invoices and/or statements should be mailed directly to:

Butts County Board of Commissioners
Accounts Payable
625 West Third Street, Suite 4
Jackson, GA 30233

31. Payment

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

32. Insurance Requirements

The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

a. **General Liability Insurance:** $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

b. **Automobile Liability Insurance:** $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

c. **Worker's Compensation & Employer's Liability Insurance:**

Bodily injury by Accident – each employee	$1,000,000
Bodily injury by Disease - each Employee	$1,000,000
Bodily injury by Disease – policy limit	$1,000,000

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Butts County, Georgia
Butts County Board of Commissioners
625 West Third Street
Jackson, Georgia 30233

33. Bid Bond

All proposing firms shall include a bid bond with their proposals, equal to five percent (5%) of the total amount proposed for the project, including the assumed construction price provided in the ITB. Bid bonds shall be provided by a surety that appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The Bid Bond will be in place until the Successful Offeror and the County agree upon a Guaranteed Maximum Price, the Successful Offeror provides payment and performance bonds, and the Guaranteed Maximum Price contract amendment is executed by both parties. The bid bond shall be included with your proposal on AIA Document A310 -2010.

34. Performance and Payment Bonds

After a Guaranteed Maximum Price is mutually agreed upon, but prior to award of the Guaranteed Maximum Price contract amendment, the successful offeror shall submit performance and payment bonds, each equal to 100 percent (100%) of the contract amount, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The performance Bond and payment shall be submitted on AIA Document A312 -2010.

35. Domestic Preferences for Procurements (2 CFR 200.322)

The Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. "Produced in the United States" means mined, produced, or manufactured in the United States. This requirement applies to all subcontractors and suppliers. The Contractor shall provide documentation of compliance upon request.

36. Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 CFR Part 200, Appendix II)

1. Equal Employment Opportunity (41 CFR Part 60)
2. Davis-Bacon Act (40 U.S.C. 3141–3148)
3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)
5. Clean Air Act and Federal Water Pollution Control Act (contracts > $150,000)
6. Debarment and Suspension (2 CFR Part 180 and Part 1200)
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
8. Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247)
9. Domestic Preference for Procurements (2 CFR 200.322)
10. Rights to Inventions (37 CFR Part 401)
11. Termination for Cause and Convenience (2 CFR Part 200 Appendix II (B))

The Contractor must comply with all applicable Federal laws, regulations, and Executive Orders, and include these provisions in all subcontracts funded under this Federal award.

37. Financial Management (2 CFR 200.302)

The Contractor and any subrecipients shall maintain financial management systems that provide:

- Identification of Federal awards and accurate, complete financial reporting.
- Effective internal controls in accordance with the Standards for Internal Control in the Federal Government (GAO Green Book) or COSO framework.
- Comparison of expenditures with budget amounts for each Federal award.
- Procedures for determining allowability of costs under Subpart E of 2 CFR Part 200.
- Source documentation such as invoices, payrolls, and contracts supporting all accounting records.

- Written procedures for cash management and cost allowability.
All financial records must be retained for at least three (3) years from the submission of the final expenditure report.

38. Material Preferences and Buy America Compliance

The Contractor shall comply with Buy America/Buy American provisions as required by the U.S. Department of Transportation or other Federal funding agencies. Only iron, steel, and manufactured products produced in the United States may be used, except as otherwise approved under Federal waiver procedures.

The Contractor shall:
- Furnish certificates of origin or compliance for all covered materials.
- Request in writing any waivers prior to use of non-domestic materials.
- Use recycled and recovered materials where practicable, consistent with EPA guidelines in 40 CFR Part 247 and 2 CFR 200.323.

CHECKLIST FOR BID DOCUMENTS

Be sure to return this Checklist and the Required Documents in the order below.

DOCUMENTATION DESCRIPTION	**Please check**
Checklist for Bid Documents/Addenda Acknowledgement (this page)	☐
Bidder Information Form	☐
Attachment A Cost Proposal Form	☐
Attachment B – Alternatives and Deviations	☐
BID Bond	☐
Proof of required insurance and certifications	☐
Current Business License	☐
Warranty documentation	☐
References	☐

Forms:

W-9	☐
Georgia Security & Immigration Compliance Act Affidavit & Agreement	☐
Bid Authorization Affidavit	☐
Non-Conflict of Interest	☐
Supplier Inclusion Program	☐

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____ _____ Dated

Addendum No. _____ _____ Dated

Addendum No. _____ _____ Dated

Addendum No. _____ _____ Dated

This affirms that all documents are included with the bidder's bid package.

_____ _____

Company's Name Date

_____ _____

Authorized Representative's Name Authorized Representative's Signature

Bidder Information Form

Company

Individual or Company Name: _____

Physical Address: _____

_____

Mailing Address (if different): _____

_____

SSN or Federal Employer ID# _____

Authorized Representative

Signature: _____

Printed or Typed Name: _____

Title: _____

Email address: _____

Phone number: _____ Fax: _____

Project Contact Person

Printed or Typed Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email address: _____

ATTACHMENT A – COST PROPOSAL FORM

Vendor Name: _____ Contact: _____

Phone: _____ Email: _____

Bidder shall provide a firm delivered price for the complete quantity requested. All freight, handling and delivery charges should be included separately and identified below.

Description	Quantity	Unit	Unit Price	Extended Price
5" LDH, 100-ft section, 5" Storz couplings	75	Each	$	$
Freight/Delivery (if not included above)				$
Other Charges (describe)				$

TOTAL DELIVERED BID: $_____

Manufacturer: _____

Product/Model: _____

Hose Color Included: _____

Warranty Terms: _____

Estimated Delivery After Purchase Order: _____

All pricing must remain valid for 120 days after the bid opening.

_____ _____

Company's Name Date

_____ _____

Authorized Representative's Name Authorized Representative's Signature

CERTIFICATION

By signing above, the bidder certifies that the products offered are new and unused, that the information submitted is accurate, that the bidder has reviewed the solicitation requirements and that the price shown represents the total delivered cost except for any charges expressly identified on this form.

ATTACHMENT B – ALTERNATIVES & DEVIATIONS

List any exception or deviation from the minimum specifications. If there are no exceptions check "NONE" below. Attach additional pages if necessary.

☐ **NONE**

Company's Name

Date

Authorized Representative's Name

Authorized Representative's Signature

REFERENCES

Please provide three (3) current or very current customers for whom you have provided equivalent products or services as listed in the specifications of this bid.

Reference One

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work: _____

Reference Two

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work: _____

Reference Three

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work: _____

Information of person who prepared this form:

_____ _____

Company's Name Date

_____ _____

Authorized Representative's Name (Print or Type) Authorized Representative's Signature

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person | Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT GEORGIA SECURITY AND IMMIGRATION

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 engaged in the physical performance of services on behalf of Butts County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Legal Name of Contractor: _____

Address: _____City: _____State: _____Zip Code: _____

Federal Work Authorization User Identification Number (E-Verify Number) 4-6 digit number:

_____

Date of Authorization: _____ **EXEMPT: YES OR NO**

*** If a contractor has no employees and does not hire or intend to hire, they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____**

I hereby declare under penalty of perjury that the foregoing is true and correct.

_____	_____	_____
Signature of Authorized Officer/Agent	Date	Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE_____DAY OF_____,20_____

Executed in _____(City)_____ (State)

_____	_____
NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES

Questions for E-Verify email them at E-Verify@dhs.gov

Register for E-Verify http://www/dhs.gov/e-verify

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BUTTS

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

_____ _____
(Company) (Signature)

_____ _____
(Address) (Printed Name)

_____ _____
(City, State, Zip) (Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____.20_____.

_____

Notary Public in and for the State of _____

(Seal)
(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Type Name: _____

Title: _____

Firm Address: _____

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. To give recognition to this type of business classification, please check all which apply:

☐ **Small Business**
Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the various categories of business enterprises.

☐ **Local Vendor**
Local vendors must operate and maintain a regular place of business within the geographical boundaries of Butts County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

☐ **Veteran-Owned Business**
A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as "a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable." This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran if they were not dishonorably discharged.

☐ **DBE Business**
DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

☐ Asian American
☐ Native American
☐ African American
☐ Hispanic/Latino
☐ Pacific Islander.

☐ **Female Owned Business**
A female-owned business is a business in which a female owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company.

☐ **None of the Above Applies**

Company's Name	Date
Authorized Representative's Name (Print or Type)	Authorized Representative's Signature