Henry County
Purchasing Department
140 Henry Parkway, McDonough, GA 30253
Phone: 770-288-6027 Fax: 770-288-6047

Website: ***henrycounty-ga.com/purchasing***

INVITATION TO BID

Sealed Envelope shall be marked with the following information:
Bid # 27-22
Drainage Improvements at Grove Pointe Subdivision
Due Date and Time: November 25, 2026, 3:00 PM

SCHEDULE OF EVENTS FOR BID # 27-22	
Non-Mandatory Pre-Bid Conference and site visit	**None**
Deadline for requests for clarifications and questions. **Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase.** These requests will be answered in an addendum and must be submitted through the County's eProcurement Portal at: https://procurement.opengov.com/portal/henryga	**3:00 PM November 12, 2026**
*Deadline for first addendum, if required, posted on Henry County's eProcurement Portal at: https://procurement.opengov.com/portal/henryga	**3:00 PM November 18, 2026**
Sealed bids will be accepted until the due date and time. Any late submittals will not be considered. Bids may be submitted by mail, common carrier or delivered in person. Electronic bids are to be submitted through the County's eProcurement Portal at (https://procurement.opengov.com/portal/henryga)	**3:00 PM November 25, 2026**

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD		
COMPANY NAME:		**DATE:**
MAILING ADDRESS:		**PHONE:**
CITY:		**FAX:**
STATE:	**ZIP:**	**SSN OR FEDERAL TAX ID:**
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**	
PRINTED NAME:	**AUTHORIZED SIGNATURE:**	

****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 Henry County.***

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SECTION I - GENERAL OVERVIEW

A. PURPOSE

The intent of this invitation is to obtain competitive sealed bids from qualified vendors for the removal of existing storm drain pipe and installation of new storm drain pipe in three locations identified in the Grove Pointe Subdivision located in Locust Grove, Georgia. The Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid. **Bids will only be considered by those bidders and subcontractors currently pre-qualified with the Georgia Department of Transportation.**

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Bids Submission

a. These instructions will bind bidders to terms and conditions herein set forth, 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. Electronic bids are to be submitted through the County's eProcurement Portal at (https://procurement.opengov.com/portal/henryga). Emailed or faxed bids will not be considered. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at 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 to the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

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:

Henry County Purchasing Department
140 Henry Parkway
McDonough, GA 30253
Bid #27-22
Drainage Improvements at Grove Pointe Subdivision

e. The Submittal Checklist must be reviewed and the bidder is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the bid.

f. The following items are to be included if the bid is submitted by mail, common carrier or delivered in person:

- **One (1) unbound clearly marked "Original," of the bid documents,**
- **One (1) bound copy identical to the original bid documents, and**
- **One (1) digital version 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 page one of this bid documents and provide 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 is 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. 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.

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

c. All product, equipment, article or material must be new and unused or 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.

d. 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.

e. Full identification of each item bid upon, 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. In the event that 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 Henry County.

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 eProcurement portal at (**https://procurement.opengov.com/portal/henryga**). 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 Henry 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. Violations will be reviewed by the Purchasing Director. 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 County's eProcurement portal at https://procurement.opengov.com/portal/henryga. (These requests will be answered in an addendum. Please see schedule of events.)

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 "Schedule of Events" of this 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 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 in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight hour period.

b. The County will make a recommendation of the bid to the Board of Commissioners within 60 days from date of the opening, unless the successful Bidder agrees in writing to a longer period for the award.

c. The County may reject all or part of the bid within 60 days of bid opening.

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 time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

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 Henry 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. **Effective July 1, 2008:** 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.

c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a bid to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the bid, must be signed by the contractor, and will become part of the contract.

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' warranty and the Contractor's warranty in regards to 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. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:
"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

d. Contractor may be suspended, terminated, or debarred if it is determined that:
(1) The Contractor has made false certification hereinabove; or
(2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

17. 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 Henry County and the successful Contractor.

18. Supplier Inclusion Program

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

19. Delivery and F.O.B. Destination

a. All prices shall include shipping and delivery cost to our destination; F.O.B., Henry County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage

and delivery to 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.

20. Discounts

Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

21. County's Tax Exemption

Henry County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Henry County. Exemption certificates furnished upon request.

22. Award of Contract

a. Henry County desires to complete the award process in a timely manner. Henry 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. Henry County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible Bidder(s), if awarded. The bid specifications and results will be available on the County's eProcurement Portal at (https://procurement.opengov.com/portal/henryga).

b. Henry 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.

Responsibility - The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

Responsiveness - The determination of the Bidder's responsiveness will be made by the County based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.

c. Henry 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 Henry 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.

23. Local Vendor Privilege

a. There is established in Henry County, a local vendor privilege. Bids or bids awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or bids received from local vendors will be given preference if such bid or bid is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.

b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
   1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
   2. The business or supplier must have a current occupational tax certificate; and
   3. The business or supplier must have paid all real and personal taxes owed the county; and
   4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

c. This policy shall not apply to any bid or bid for material, equipment or services in excess of one hundred thousand dollars ($100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

24. County Direction of Project Site and Monitoring of Work

a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Henry County. The Contractor shall provide and make available an appointee to Henry County for project coordination and supervision of Bidder installation personnel. Coordination consist of meeting with the Henry 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 or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.

c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given 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 fails 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 Henry 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.

e. All information disclosed by Henry 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 during the course of performing such work is to be kept strictly confidential.

25. 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 Henry 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 Henry 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 in 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).

26. Controlling Law, Venue

Any dispute arising as a result 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 Henry County, Georgia. This Agreement shall be governed by the applicable laws of the County of Henry 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 Henry Judicial Courts.

27. Contractor as Independent Contractor

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

28. 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 Henry County.

29. Owner and Ownership of Documents

The Henry County Board of Commissioners, 140 Henry Parkway, McDonough, Georgia 30253 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 in the course of 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.

30. Performance of Contract

a. Henry 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 furnish at all times 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.

31. 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 carry out 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.

32. Invoices

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Henry County Board of Commissioners
Finance Department
140 Henry Parkway
McDonough, GA 30253

The following information must appear on all invoices submitted:

- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Henry County's Purchase Order Number and Bid Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

33. 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.

34. Change Orders and Contract Amendments

A. Approval Thresholds and Authorization

The County operates under a strict purchasing policy regarding contract modifications. Any change orders, supplemental agreements, or amendments to the contract shall require formal written authorization based on the following financial thresholds:

- **Amounts up to $50,000.00:** Must be formally approved in writing by the County Manager.
- **Amounts exceeding $50,000.00:** Must be formally approved by the Henry County Board of Commissioners during a public meeting before any work begins or costs are incurred.

B. Strict Prohibition of Informal Approvals

No verbal commands, written correspondence (including letters or memos), or electronic communications (including emails or text messages) from any County official, employee, or representative shall constitute valid authorization for a change order or supplemental agreement.

C. Contractor Risk and Liability

The Contractor is expressly prohibited from performing any additional, modified, or supplemental work without an executed, formal Change Order or Supplemental Agreement signed by the appropriate authorizing authority specified in Section I, 34(A). The County will not honor, nor be financially liable for, any work performed or costs incurred based on informal approvals through the duration of the contract. Any such work performed by the Contractor shall be at their own financial risk.

35. Required Documents

If submitting an electronic bid through the County's eProcurement Portal at (https://procurement.opengov.com/portal/henryga), the required documents and/or forms mentioned in this solicitation must be uploaded to our eProcurement Portal once they are executed.

C. PROCUREMENT NON-DISCRIMINATION PROGRAM AND CONTRACT COMPLIANCE REQUIREMENTS

Henry County has implemented a Procurement Non-discrimination benchmark to promote full and open competition in all government procurement and purchasing. Henry County has set an aspirational goal on a contract by contract basis (subject to a contract by contract review under § Sec. 2-2-33 of the Henry County GA Code of Ordinance).

This project has a **five (5) percent** subcontracting benchmark, which means the *Bidder must utilize, or make a good faith effort to utilize, certified M/WBE's.* The County will use the information contained on the forms to determine the responsiveness and, for recordkeeping purposes, track the utilization of M/WBE's. Henry County encourages firms to utilize small, minority, or woman-owned businesses whenever possible.

Sub-contractor participation is required to be submitted as part of the proposal submission by each Bidder. Award of the contract is conditioned upon satisfaction of the M/WBE and non-discrimination requirements. If the M/WBE participation does not meet the goals, the Bidder will be required to submit evidence demonstrating that "good faith efforts" were made to meet the goal.

M/WBE's must perform a commercially useful function, which means performance or provision of real and actual services under a contract or subcontract with Henry County. Factors such as the nature and amount of work subcontracted; whether the M/WBE's has the skill and expertise to perform the work for which it has been certified; whether the W/WBE's actually performs, manages or supervises the work; and whether the W/MBE's intends to purchase commodities and/or services from a non-W/MBE and simply resell them will be considered in determining if the W/MBE is performing a commercially useful function.

This package contains the following forms that are required to submit along with their bid:

DO NOT OMIT OR LEAVE BLANK

1. List of Sub-contractors

2. Covenant of Non-Discrimination Form

3. Good Faith Efforts - Submitted evidence demonstrating that good faith efforts were made to meet the goal.

Monthly Utilization Reports are submitted on a monthly basis after the project has begun. ALL Monthly payment reports are to be submitted via email submission at purchasing@co.henry.ga.us.

Primes are required to report payments as well as NON-ACTIVITY on a MONTHLY basis. Proof of sub payments documentation MUST also be submitted via email to Procurement Agent assigned to contract at the time of payment reports. Tracking will take place on ALL subs, not just the certified firms, Letter of intent must be provided for EACH intended subcontractor on the project regardless of certification status.

By signing the bid, the Bidder is certifying that it has complied with the requirements of this Program.

Henry County also has a compelling interest in providing equal business opportunities for all persons wishing to do business with it. Therefore, the County will also monitor and track minority and women-owned business (M/WBE) availability and participation through Benchmarks.

SECTION II - SPECIFICATIONS

A. SCOPE

Replace existing pipe at the 3 locations identified below with the following:

Location/Address	Pipe Size	Pipe Type	Pipe Length
200 Grove Pointe Drive	36”	Corrugated Metal Pipe (CMP)	60 Linear Feet (LF)
603 Grove Pointe Way	36”	Corrugated Metal Pipe (CMP)	88 Linear Feet (LF)
615-612 Grove Pointe Way	42”	Corrugated Metal Pipe (CMP)	60 Linear Feet (LF)

Project Requirements:

1. Pipe material, size length, and location are to be confirmed prior to bid submittal
2. The contractor is responsible for locating all underground utilities.
3. Bids must include all materials, labor, and equipment necessary to deliver a complete and functional project.
4. If applicable, it shall be the Contractor’s responsibility to furnish suitable borrow material for the project and dispose of any unsuitable material. It shall be the Contractor’s responsibility to dispose of any excessive suitable material. No additional payment will be made to dispose of excessive suitable material.
5. Debris from clearing and grubbing and demolition operations will not be disposed of on site. It is the responsibility of the contractor to provide for disposal of all unsuitable material. No additional payment will be made for hauling and disposing of debris.
6. Final topping for each crossing shall be Graded Aggregate Base (GAB).
7. All work must comply with Georgia Department of Transportation (GDOT) specifications.
8. Traffic control devices and road closures will be coordinated and provided by Henry County SPLOST.
9. It shall be the responsibility of the contractor to “replace-in-kind” all property disturbed outside of the construction limits.
10. Compaction testing will be the responsibility of the contractor. Contractor will need to submit a final compaction report/compaction certification letter from a GDOT pre-qualified firm.

B. INSURANCE REQUIREMENTS

General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:

a. Evidence of insurance must be provided to the Purchasing Department, 140 Henry Parkway, McDonough, Ga. 30253, within five days of execution of this contract and prior to commencing operations under this Contract;

The certificate holder is to be issued to:

Henry County Board of Commissioners
Henry County, Georgia
but delivered to:
Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253

The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Purchasing Department at 770-288-6027.

b. The insurance policy required herein shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement.

c. Any change in coverage or insurance carrier must be reported to the County's Purchasing Office in writing within five business days of the change.

d. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;

e. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;

f. The County shall, without exception, be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and

g. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.

h. The Contractor shall procure and maintain insurance coverage in the following particulars:

Workers Compensation Insurance

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability	
Bodily injury by Accident – each employee	$100,000
Bodily injury by Disease - each Employee	$100,000
Bodily injury by Disease – policy limit	$500,000

Commercial General Liability

Each Occurrence Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000

General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Automobile Liability	
Combined Single Limit	$1,000,000
Umbrella Liability	$2,000,000

C. BOND REQUIREMENTS

a. All Bids shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the bid for the complete work. The Bid Bond shall be forfeited to Henry County, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) calendar days after being notified that he has been awarded the Contract. The Bid Bond shall be in the form of a surety issued bond made payable to the Henry County Board of Commissioners. The Surety Company shall be licensed to do business in the State of Georgia and listed in the Department of the Treasury Circular 570, latest edition. The Surety Company shall have an A.M. Best Company minimum rating of "A" with a financial size of VI "6" or better.

b. The Owner will require 100% Performance and Payment Bonds. If awarded the Contract, the bidder will execute the Contract and provide the bond(s) as required by the Specifications. The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within fifteen (15) calendar days after he has received notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

c. All Proposal Guaranties may be retained until the Contract and the Contract Bonds have been signed and approved. Early release of Proposal Guaranties will be considered if a request is made in writing. The Department reserves the right to return all Proposal Guaranties by registered or certified mail, and its responsibility pertaining to them will end when they are mailed.

D. DBE REQUIREMENTS

Henry County has adopted a **5%** Disadvantaged Business Enterprise (DBE) participation for this project. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint-venture or mentor/protégé relationship.

Henry County will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the Henry County Board of Commissioners Disadvantaged Business Enterprise (DBE) Program. § Sec. 2-2-33 Henry County, GA Code of Ordinances.

Henry County
Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number

1. This Contract is entered into between Henry County and the Contractor named below:

Henry County (hereafter called County)

Contractor's Name (hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:	
3. Lump Sum Amount of this Contract (if applicable)	Fee Represented as a Percentage Of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)

4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:

1: **All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)**

2: **Bid or Proposal Submitted by Contractor along with Contractor's Final Response**

3: **Fee/Cost Submitted by Contractor**

4: **All Other Documentation Required in Solicitation**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*	Federal Identification No.
By *(Authorized Signature)*	Date Signed
Printed Name and Title of Person Signing	
Address	
Telephone Number	E-mail Address

6.

Henry County

Chair or Designee

By *(Authorized Signature)*	Date Signed
Printed Name and Title of Person Signing	

Address
140 Henry Parkway,
McDonough, Georgia 30253

SAMPLE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
_____(hereinafter called the Principal)
and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of and authorized to do business in the State of Georgia, are held and firmly bound unto Henry County, Georgia, in the full and just sum
of _____Dollars ($_____)
good and lawful money of the United States of America, to be paid upon demand to Henry County, Georgia, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Henry County, Georgia, a proposal for furnishing materials, labor and equipment for:

BID NUMBER: 27-22

HENRY COUNTY PROJECT NUMBER: DRAINAGE IMPROVEMENTS AT GROVE POINTE SUBDIVISION

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within fifteen (15) days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Henry County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Henry County, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said Henry County, Georgia, and otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Henry County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of _____, 20__.

_____(SEAL) _____(SEAL)
Principal Surety

By: _____ By:_____

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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 Henry 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: _____

REFERENCES

Please provide three (3) current or very current customers for whom you have provided similar 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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT 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 engaged in the physical performance of services on behalf of the Henry 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). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization/ E-Verify User Identification Number

_____
Date of Authorization

_____
Name of Contractor

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

Executed on _____, ___, 20____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these 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 different categories of business enterprises.

☐ **Local Vendor**
Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry 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 also 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 as long as 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 also 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

LIST OF SUBCONTRACTORS

To be submitted within 24 hours of issuance of Notice to Proceed. All subcontractors shall be currently pre-qualified with the Georgia Department of Transportation. Henry County encourages contractors to utilize small, minority, or woman-owned businesses whenever possible. A copy of certification shall be included.

I do__, do not __, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors.

NAME AND ADDRESS	TYPE OF WORK

SIGNED: _____ DATE: _____

HENRY COUNTY GOVERNMENT
DBE BENCHMARK WORKSHEET

Bidder's Company Name		**BID Number**	**27-22**
Company Address		**BID Name**	**Drainage Improvements at Grove Pointe Subdivision**
Total BID Amount:		**$**	
The Required DBE Benchmark on this Contract is:		**5%**	

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

DBE Name/Address (City, State)	Type of Work	DBE Certification Type*	Amount
			$
			$
			$
			$
			$
			$
		Total:	**$**

***DBE Certification MUST be attached**

_____ _____

Company's Name Date

_____ _____

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

Covenant of Non-Discrimination Form

I, _____ (name, title), on behalf _____

(company), by my signature below, do hereby promise:

1. to adopt the policies of Henry County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of Henry County Government;
2. not to otherwise engage in discriminatory conduct;
3. to provide a discrimination-free working environment;
4. that this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
5. that this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

_____

Signature

_____

Name and Title (typed or printed)

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

_____

Notary Public

My Commission Expires:_____

(Seal)

DESCRIPTION OF GOOD FAITH EFFORTS

If you cannot meet the Disadvantage Business Enterprises (M/WBE) benchmark set forth in this bid, in addition to the information included on the List of Subcontractors submitted with your bid, please provide a narrative explanation of why you cannot meet the Disadvantage Business Enterprises (M/WBE) benchmark and the steps taken to include Disadvantage Business Enterprises (M/WMBE) in your proposal. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

I hereby attest that I have exercised good faith efforts to meet the Disadvantage Business Enterprise benchmark/goals for this proposal. Despite such good faith efforts, I have not been able to meet the M/WBE goal for this bid.

_____

Signature

_____

Name and Title (typed or printed)

_____

Name of Firm

Bid # 27-22
Drainage Improvements at Grove Pointe Subdivision
Bid Price Sheet
(*Only fill this out if you are submitting a paper bid; if submitting electronically, please do so through the OpenGov link*)

Location/Address	Pipe Size	Pipe Type	Pipe Length	Amounts
200 Grove Pointe Drive	36”	Corrugated Metal Pipe (CMP)	60 Linear Feet (LF)	
603 Grove Pointe Way	36”	Corrugated Metal Pipe (CMP)	88 Linear Feet (LF)	
615-612 Grove Pointe Way	42”	Corrugated Metal Pipe (CMP)	60 Linear Feet (LF)	
			Total Amount	$

_____ _____

Company’s Name Date

Bid # 27-22
Drainage Improvements at Grove Pointe Subdivision
Bid Price Sheet

(*Only fill this out if you are submitting a paper bid; if submitting electronically, please do so through the OpenGov link*)

Total bid amount $ _____
(numbers)

Total bid amount _____
(words)

Upon execution of the Contract Agreement, Henry County will not modify unit prices due to impediments such as fluctuations in labor, supply, or equipment costs. The Contractor shall submit bid prices factoring anticipation of varying economic trends and volatile costs deviations. Bid prices submitted by the Contractor shall be honored throughout the duration of the Contract.

_____ _____
Company's Name Date

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

Bid # 27-22
Drainage Improvements at Grove Pointe Subdivision
Due Date and Time: November 25, 2026, 3:00 PM

CHECKLIST FOR BID DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

DOCUMENTATION DESCRIPTION	**Please check**
Any Required Documents cited in Bid Specifications	☐
W-9	☐
Forms:	
Solicitation Form (Page 1 of this Document)	☐
Addendum Cover Sheet(s) (If applicable.)	☐
Bid Bond	☐
Bid Authorization Affidavit	☐
Non-Conflict of Interest	☐
References	☐
Georgia Security & Immigration Compliance Act Affidavit & Agreement	☐
Supplier Inclusion Program	☐
List of Subcontractors	☐
DBE Benchmark Worksheet (if applicable)	☐
Covenant of Non-Discrimination Form	☐
Description of Good Faith Efforts	☐
Bid Price Sheet(s)	☐
Checklist for Bid Documents/Addenda Acknowledgement (this page)	☐

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.

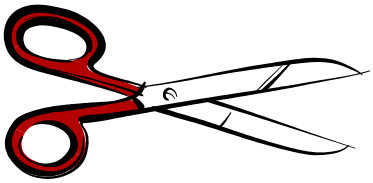
_____ _____
Company's Name Date

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

SECTION IV – SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a "No RFP" response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



SEALED BID ENCLOSED

Bid #27-22, Drainage Improvements at Grove Pointe Subdivision
Due Date and Time: November 25, 2026, 3:00 PM

_____
Vendor Name

_____
Address

_____
City, State, Zip Code

DELIVER TO: **Henry County Purchasing Department**
140 Henry Parkway
McDonough, GA 30253