



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

**Website: [henrycounty-ga.com/purchasing](http://henrycounty-ga.com/purchasing)**

## REQUEST FOR PROPOSAL

*Sealed Envelope shall be marked with the following information:*

**RFP # 26-42**

**On-Call Right-of-Way Negotiation Services – Annual Contract**

**Due Date and Time: July 23, 2026, 3:00 PM**

| <b>SCHEDULE OF EVENTS FOR<br/>RFP # 26-42</b>                                                                                                                                                                                                                                                                                                                                                                        |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Non-Mandatory Pre-Proposal Conference and Site Visit                                                                                                                                                                                                                                                                                                                                                                 | <b>None</b>                         |
| Deadline for requests for clarifications and questions. <b>Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase.</b> These requests will be answered in an addendum and must be submitted through the County's eProcurement Portal at:<br><a href="https://procurement.opengov.com/portal/henryga">https://procurement.opengov.com/portal/henryga</a> | <b>3:00 PM<br/>July 9, 2026</b>     |
| *Deadline for first addendum, if required, posted on Henry County's eProcurement Portal at: <a href="https://procurement.opengov.com/portal/henryga">https://procurement.opengov.com/portal/henryga</a>                                                                                                                                                                                                              | <b>3:00 PM<br/>July 16, 2026</b>    |
| 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 <a href="https://procurement.opengov.com/portal/henryga">https://procurement.opengov.com/portal/henryga</a>                                              | <b>3:00 PM<br/>July 23, 2026</b>    |
| <b>THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD</b>                                                                                                                                                                                                                                                                                                                                             |                                     |
| COMPANY NAME:                                                                                                                                                                                                                                                                                                                                                                                                        | DATE:                               |
| MAILING ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                     | PHONE:                              |
| CITY:                                                                                                                                                                                                                                                                                                                                                                                                                | FAX:                                |
| STATE:                                                                                                                                                                                                                                                                                                                                                                                                               | SSN OR FEDERAL TAX ID:              |
| ZIP:                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |
| EMAIL:                                                                                                                                                                                                                                                                                                                                                                                                               | TITLE OF AUTHORIZED REPRESENTATIVE: |
| PRINTED NAME:                                                                                                                                                                                                                                                                                                                                                                                                        | AUTHORIZED SIGNATURE:               |

*\*The posting of additional addenda may be required and it is the responsibility of the Proposer 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. Proposers should not expect to be individually notified by Henry County.*

**RFP # 26-42**  
**On-Call Right-of-Way Negotiation Services – Annual Contract**  
**Due Date and Time: July 23, 2026, 3:00 PM**

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## SECTION I - GENERAL OVERVIEW

### A. BACKGROUND

Henry County is soliciting proposals from qualified firms to provide On-Call Right-of-Way Services for an Annual Contract. **Proposals will only be considered by firms currently pre-qualified with the Georgia Department of Transportation.**

### B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

#### 1. Proposals Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals 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 submittals are not acceptable. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal 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 proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of proposers and others present.
- d. The proposal 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, Georgia 30253  
RFP #26-42**

#### **On-Call Right of Way Negotiation Services – Annual Contract**

- e. The Submittal Checklist must be reviewed and the Proposer 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 proposal.
- 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 proposal documents**
  - **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents.** The USB flash drive should be labeled with the RFP number and proposer's name.
  - **If required – One (1) original "Cost Proposal." *The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal."***
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer

from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.

- 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 proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal or proposal 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 Proposals**

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals 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 proposer’s request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer 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 proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

## **3. Clarification and Communication to County Concerning Proposal**

- 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 responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal 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 proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.**
- b. The successful firm’s proposal and all addenda will become a part of the agreement resulting

from this document.

- c. Proposers 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-Proposal Conference**

The Pre-Proposal 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 RFP. 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 Proposals**

- a. Withdrawal of Proposal 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 proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the proposal to the Board of Commissioners within 60 days from the 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 proposal within 60 days of proposal opening.

#### 6. **Proposal and Contract Documents**

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.  
**Corporation:** If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the proposal must be signed by an officer of the corporation.  
**Partnership:** If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.  
**Limited Liability Company (LLC):** If the Proposer 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 Proposer 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 RFP, 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 proposer's solicitation response.

## **9. Cost Incurred by Vendors**

All expenses involved with the preparation and submission of the RFP 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 Proposer. 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 proposal 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 proposal, 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 proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer 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.

**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 proposal 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 proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer 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 proposal. 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 proposals, 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 proposal(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 proposal will be awarded to highest scored proposer(s), if awarded. The proposal 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 proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

**Responsibility** - The determination of the proposer's responsibility will be made by the County based on whether the proposer 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 proposer 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 proposal or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal 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 proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

## **23. Local Vendor Privilege**

- a. There is established in Henry County, a local vendor privilege. Bids or proposals 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 proposals received from local vendors will be given preference if such bid or proposal 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 proposal 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 Proposer 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 Proposer 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 Proposer 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 proposal 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 proposal 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. **Termination for Convenience**  
This Agreement may be terminated by Henry County for its own convenience by providing vendor (30) thirty days' written notice. All fees and costs incurred by vendor up until the date of termination shall be paid to vendor.
- d. **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.
- e. **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. 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 contracts 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 **9% 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@henrycountyga.gov](mailto:purchasing@henrycountyga.gov).

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 OF WORK

Henry County intends to enter into a professional services agreement with the selected Consultant(s) to execute Task Orders in accordance with the professional services agreement for specific work and services related to various projects throughout the County. The County seeks a project team that includes a Project Manager that will coordinate all aspects of the right-of-way process and an Acquisition Agent that will handle the actual acquisitions. These positions may be combined if available and qualified. The County will provide title, appraisal, and closing services. Further details of right-of-way services will be included with each Task Order. The scope items below form the basis for Task Orders for which the cost proposal should be submitted with the proposal. Upon award the proposed fees will be used to determine the fees for Task Orders. No baseline amount of work is guaranteed with this contract.

### B. GENERAL CONDITIONS

1. The Consultant shall attend periodic meetings with the County regarding the status of the right-of-way acquisition tasks.
2. The performance of all right-of-way services will be in full compliance with Title 49 CFR, Part 24, Title 23 CFR, Part 710, the Federal Uniform Act, all State Laws addressed in Georgia Code Title 22 and 32, in accordance with the Georgia Department of Transportation's Right-of-Way Services Manual of policies and procedures.
3. Project Manager(s) and Acquisition Agent(s) shall have satisfactorily completed Right-of-Way Acquisition Training conducted by the Georgia Department of Transportation and maintain current certification as required by GDOT.
4. Project Manager(s) and Acquisition Agents(s) shall be currently pre-qualified with the Georgia Department of Transportation and maintain all requirements.
5. Fees for acquisition/negotiation to be determined from rates in agreement and based on type of interest in property.

### C. PRE-ACQUISITION

Pre-Acquisition activities may include, but are not limited to the following:

#### 1. Coordination Services

- a. This includes all pre-acquisition and acquisition coordination with the County.
- b. Coordination may include but not limited to review plans, coordinate plan revisions, review titles, attend meetings, prepare forms, prepare status reports, and meet with appraiser(s) and County to ride the project.

#### 2. Negotiation

Negotiation Services are for the acquisition of right-of-way and easements. The services to be performed by the Consultants at the rates in the agreement for type of interest should include, but are not limited to the following:

##### **Negotiation Package:**

- A. Upon receipt of approved cost estimate, data book, or appraisal from the County, the Consultant shall prepare negotiation packages for owners, to include the following:
  - a. GDOT Brochure entitled "What Happens When Your Property Is Needed for a Transportation Facility"

- b. Receipt for Brochure
- c. Owner's Receipt of Plans & Explanation Acknowledgement Form
- d. Offer Letter
- e. Option & Plat or Plan Sheet(s)
- f. Statement of Estimated Values
- g. Letter of Availability of Incidental Payments
- h. Copy of plan sheets with right-of-way and easements highlighted

**Negotiation Activity:**

- A. The Consultant should make all offers to purchase the required right-of-way and/or easements along with any other required payment to owners, tenants, or other parties having an approved monetary interest ("owners"). All offers and benefits will be explained in detail and negotiation activities will be conducted in accordance with federal and state guidelines.

Negotiation Activity shall include the following:

- 1. All owners should be contacted in person, if possible, at a time and place convenient to the owner. There shall be personal contact with each owner, in an attempt to secure a property settlement through negotiations, unless it is clearly apparent that continued negotiations would be unproductive. The County will determine when the Acquisition Agent will perform a final last contact in an unsuccessful negotiation based on negotiation records and discussions with the Acquisition Agent.
  - 2. The Acquisition Agent shall provided and explain to each owner, the owner's appropriate right-of-way plan sheet(s), cross-sections, driveway profiles, and other construction information as requested by owners.
  - 3. The Consultant will **NOT** provide owners with appraisals under any circumstances.
  - 4. Consultant will begin lien release discussions.
  - 5. Review and confirm with owner the accuracy of all information stipulated in the Preliminary Title Report.
  - 6. Identify any trade fixtures.
  - 7. If a settlement is reached at the offer amount, the Consultant will submit an option to the County for approval. If a counteroffer is submitted by an owner, Consultant will provide the necessary written justification for all approved settlements to designated official with the County. Under no circumstances will the Consultant have the authority to accept a settlement on behalf of the County, either monetarily or contractually.
  - 8. Once an approved offer is obtained, Consultants must submit the approved offer along with all required supporting documentation to the County.
  - 9. If a negotiated settlement cannot be reached, the Consultant shall turn the file over to the County for further action and Consultant shall have no further contact with the owner(s) relative to the project.
- B. The Consultant shall prepare and maintain a legible negotiation record on each property interest on which negotiation was attempted. The record should include the following:
    - 1. Dates of negotiation or contact
    - 2. Place of contact
    - 3. Persons present
    - 4. Offers made
    - 5. Explanation of Right-of-Way and Construction plans

6. Counteroffers and recommendations regarding those counteroffers
7. Reasons why settlements could not be reached, if applicable
8. Feedback and concerns from the property owner
9. Description and resolution of title issues
10. Signature of negotiator
11. Any other data pertinent to the negotiations
12. All related correspondence and reports in connection with and incidental to the parcel

**Individual Parcel Files:**

- A. The Consultant shall prepare and maintain individual parcel files that include the following:
  1. Title reports
  2. Appraisal Reports/532 reports (if applicable)
  3. Copies of all negotiation records
  4. All required forms executed by owner(s)
  5. Copies of all correspondence
- B. Files shall be available, at any time, for inspection by the County. All such information is the property of the County and shall be immediately delivered to the County upon request. Any information and/or knowledge gained from the appraisals, the acquisition, and relocation on a project shall be kept confidential and not publicly disclosed without prior written consent by the County.

**Closings:**

Consultant will coordinate with the County on parcel closings. The County's designated Attorney will perform closings. Consultant will provide the County with documents for closing of each parcel on the appropriate instruments/forms including:

1. Parcel file and all pertinent documents

**Condemnations:**

Consultant will coordinate with the County staff and the County's designated Condemnation Attorney on parcel condemnations. Consultant will provide the County with documents for closing of each parcel on the appropriate instruments/forms including:

1. Negotiation Records
2. Parcel file

Consultant should not have contact with property owner once the condemnation petition has been filed. All property owner communication should be directed to the County's designated Condemnation Attorney.

**Required Administrative Services:**

The required administrative services may include, but are not limited to the following:

- A. When a Task Order request has been made by the County, the Consultant will present its offer and ensure that the offer is inclusive of all labor, materials, specialties and accessory costs associated with the proper delivery of the work.
- B. Consultants will perform all work in a professional manner.
- C. Consultant will assign the County's Task Order assignment to an individual Acquisition Agent.

**Assignment of Work:**

This RFP and the related Task Orders are an indefinite quantity/indefinite delivery engagement.

Should more than one Consultant be selected and all Consultants have the same capabilities, the County will assign or rotate work in a manner most beneficial to all as much as possible.

Distribution of Task Order assignments may be as follows:

- Current Task Order based on the last Task Order issued
- Workload
- Type of Work

No work shall commence until the Consultant received written confirmation in the form of a Purchase Order. The issued Purchase Order will serve as the Consultant's Notice to Proceed.

Failure of a Consultant to perform assigned work in the time agreed upon may result in termination of the award or suspension of any additional Task Order assignments.

**Submitting Individual Cost Offers Per Project:**

- A. When requested by the County, the Consultant will provide cost proposals for each Task Order as designated by the County. The Proposals will be typically itemized unless otherwise instructed. Itemization includes, but is not limited to, unit pricing for each element of work, descriptions and hourly rates for the assigned personnel as submitted as a response to this RFP.
- B. Cost Proposals will be submitted as directed by the County and failure to do so in a timely basis may disqualify the work's cost proposal. Such forfeiture of opportunities may result in the County requesting additional participation from other approved Consultants or the removal of the forfeiting party from work assignments.

**County Responsibilities:**

The County will contact the Consultant when pricing for a project is needed. Consultant will provide cost proposals for each project as designated by the County.

If the County receives only one Consultant communication and the price is more than anticipated by the County, the County reserves the right to contact other on-call Consultants to compare pricing and/or award the project or a portion of the project to such other Consultant(s).

The County will issue a Task Order for the work to be performed to the chose Consultant(s). All Task Orders shall be comprehensive, accompanied by a respective purchase order and include at minimum the following items:

- Definite Scope of Work
- Definite Time of Performance
- A Task Order Sum
- Any applicable special conditions to the work

The work will be monitored by a combination of the County staff and the Program Management consultant.

The County retains exclusive rights to request additional offers from any and all on-call consultants; to solicit public bids or limited quotes from any pool of its choice. Such rights may be exercised for any and all public work at any time and for any value of work.

### **Minimum Proposer's Qualifications:**

#### **Required Licensing and Certification:**

- Accredited Land Consultant or related certifications
- Georgia Real Estate Broker License
- Georgia Department of Transportation (GDOT) Pre-Qualification Certification

### **Minimum Proposer's Experience:**

- 3-5 years' experience of performing general real estate/land acquisition services for government entities

## **D. DBE REQUIREMENTS**

Henry County has adopted a 9% 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.

## **E. 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 |
|-----------------------|-------------|

|                                  |             |
|----------------------------------|-------------|
| <b><u>Umbrella Liability</u></b> | \$2,000,000 |
|----------------------------------|-------------|

## **F. CONTRACT TERMS**

### **1. Contract Term**

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for two (2) additional one (1) year periods. Renewal of the contract, if applicable, into the second or third year will be made sixty (60) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the County a continuous supply of the item(s). Should the bidder or the County not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

### **2. Pricing/Quantities**

- a. All prices shall be F.O.B. destination and shall include all charges (labor, materials / supplies, equipment and services) that may be incurred in fulfilling the terms of this bid.

- b. Prices submitted herein should remain firm for the contract agreement period. Requests for price increases are strongly discouraged and may only be submitted in writing 60 days prior to the contract renewal date. All requests for price increases require the review and approval of the Henry County Board of Commissioners and will be presented as a request for a contract amendment.
- c. This is a unit/price contract. The County shall not be bound to purchase a minimum quantity nor restricted to a maximum quantity during the initial contract agreement period and any subsequent renewals.
- d. The “Cost Proposal” sheets, which includes locations within the County requiring services will be used to --determine the low, overall cost. The “Labor and Replacement Parts Cost” sheet has also been included for the submittal of costs, which will be included as a part of the annual contract agreement with the successful proponent.

## SECTION III - PROPOSAL FORMAT

### A. TECHNICAL PROPOSAL

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

#### ***Section 1 – Executive Summary***

Provide the following information regarding your firm:

The legal name and type of business (i.e. Joint Venture, Partnership, etc.) of the contractual entity to be held responsible for performance of all aspects of this contract along with the name, address, and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

A brief history including any features or areas that differentiate your firm's services from competitors. A statement as to whether your firm has been involved in any litigation within the past five (5) years arising out of your performance (please fully explain).

**Litigation:** The Proposer must disclose any involvement by the proposing firm, its subsidiaries, or any officer or principal of the firm or subsidiary in any material business litigation within the last five (5) years. The disclosure will include an explanation as well as the current status and/or disposition. Failure to fully disclose, accurately state, or omission of any litigation may result in disqualification of the firm's proposal.

#### ***Section 2 – Firm Approach***

Provide a detailed description of your firm's overall approach and methodology for delivering Right-of-Way services on an on-call basis. Include typical steps involved, how schedules are developed and managed, frequency and types of meetings proposed, and your approach to coordinating and communicating with stakeholders. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase. Clearly identify any subcontractors or consultants your firm routinely utilizes providing these services.

#### ***Section 3 – Firm Qualifications***

Provide an organizational chart of your firm's general structure, including key members and any subcontractors or consultants who regularly support Right-of-Way services, their assigned roles and their office locations. Describe your firm's overall qualifications and experience, highlighting your capability and experience with providing Right-of-Way services for projects of varying sizes and types on an on-call basis. Include a list of commitments of key team members and estimated completion dates by projects. For consultants, include their length of service in this field of work and their length of service with this firm.

#### ***Section 4 – Experience***

List similar projects performed in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project. Include your firm's specific abilities and expertise to provide the required professional Right-of-Way services and qualifications related to the proposal requirements.

#### ***Section 5 – References***

Provide references for at least three (3) clients for which your firm has provided similar services. Please include current contact information (name, address, telephone and e-mail address) for each reference.

Provide a list of your clients that are government entities and the length of time they have used your services.

**Section 6 - Documents and forms required by the County**

Please provide all other documents and forms not included in the above sections.

**B. COST PROPOSAL**

Electronic proposals are to be submitted through the County's eProcurement Portal at (<https://procurement.opengov.com/portal/henryga>). If submitting by mail, common carrier, or delivered in person, the cost proposal is to be submitted with the "Original", but in a separate sealed envelope and marked "Cost Proposal". **The Cost Proposal is not to be included within the documents of the "Original", nor the one (1) bound complete copy.** A detailed Schedule of Values for the requested services shall equal the lump sum total and shall be attached to each cost proposal form.

The Cost Proposal is to include:

1. A schedule of fees broken down by work task;
2. Hourly rates for project personnel to be used as the basis for payment;
3. List of deliverables.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

***Note: Proposer must sign and submit their cost proposal in a separate sealed enveloped marked as "Cost Proposal."***

***Cost Proposal is not to be included within the documents of the "Original", nor the one (1) bound complete copy.***

## SECTION IV – EVALUATION AND SELECTION CRITERIA

Henry County's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the County's intention to select a firm which is the most qualified to meet the County's needs. The award shall be based on but not limited to the following factors:

| RFP EVALUATION CRITERIA                                                                                                                                                                                                                                                                                                                                             | Scoring Value<br>Maximum Points                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Qualifications</b>                                                                                                                                                                                                                                                                                                                                               | 30                                                                      |
| <b>Relevant Experience and References</b>                                                                                                                                                                                                                                                                                                                           | 30                                                                      |
| <b>Understanding and Approach of the Project</b>                                                                                                                                                                                                                                                                                                                    | 30                                                                      |
| <b>Cost Proposal</b>                                                                                                                                                                                                                                                                                                                                                | 5                                                                       |
| <b>Disadvantage Business Enterprise Benchmark</b>                                                                                                                                                                                                                                                                                                                   | 5                                                                       |
| <b>MAXIMUM SCORING POINTS TOTAL</b>                                                                                                                                                                                                                                                                                                                                 | 100                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                     |                                                                         |
| <b>Oral Presentation and Product Demonstration</b> - At its sole discretion, the Evaluation Committee made up of County employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm. | 15<br>(possible additional points if an oral presentation is requested) |
| <b>The Scoring Formula for the above Scoring Value Maximum Points is as follows:</b>                                                                                                                                                                                                                                                                                |                                                                         |
| Excellent                                                                                                                                                                                                                                                                                                                                                           | .75 - 1.00                                                              |
| Good                                                                                                                                                                                                                                                                                                                                                                | .50 - .74                                                               |
| Fair                                                                                                                                                                                                                                                                                                                                                                | .25 - .49                                                               |
| Poor                                                                                                                                                                                                                                                                                                                                                                | 0 - .24                                                                 |
| Multiply scoring formula by possible scoring value maximum point allotment. <i>Example:</i> If you score a firm .6 (Good) on <b>Relevant Experience and References</b> and multiply .60 x 30 (maximum scoring points), this would equal to 18 points.                                                                                                               |                                                                         |

**SPECIAL NOTE** - the Proposal Cost will be evaluated as follows (if applicable):

- Low Conforming Proposal 5 points
- Proposals within 5% of Low Proposal 3 points
- Proposals within 7% of Low Proposal 2 points
- All Others 1 points

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- a. No single response addresses all the specifications.
- b. The cost submitted by all proposers is too high.
- c. The scores of two (2) or more proposers are very close after the evaluation process.
- d. All proposers submitted responses that are deficient in one or more area.

Henry County reserves the right to remove the high score and the low score for each offer if deemed necessary.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

## 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:                                                            |  |                                                                       |                |                                                                                                   |  |
| <b>Henry County</b>                                                                                                                              |  |                                                                       |                | (hereafter called County)                                                                         |  |
| Contractor's Name                                                                                                                                |  |                                                                       |                | (hereafter called Contractor)                                                                     |  |
| 2. Contract to Begin:                                                                                                                            |  | Date of Completion:                                                   |                | Renewals:                                                                                         |  |
| 3. Lump Sum Amount of this Contract<br>(if applicable)                                                                                           |  | Fee Represented as a Percentage Of Designated Cost<br>(if applicable) |                | Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream<br>(if applicable): |  |
|                                                                                                                                                  |  |                                                                       |                | Annual Contract Price Agreement<br>(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: <b>All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)</b>                                  |  |                                                                       |                |                                                                                                   |  |
| 2: <b>Bid or Proposal Submitted by Contractor along with Contractor's Final Response</b>                                                         |  |                                                                       |                |                                                                                                   |  |
| 3: <b>Fee/Cost Submitted by Contractor</b>                                                                                                       |  |                                                                       |                |                                                                                                   |  |
| 4: <b>All Other Documentation Required in Solicitation</b>                                                                                       |  |                                                                       |                |                                                                                                   |  |
| SAMPLE                                                                                                                                           |  |                                                                       |                |                                                                                                   |  |
| IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.                                                                       |  |                                                                       |                |                                                                                                   |  |
| 5.                                                                                                                                               |  |                                                                       |                |                                                                                                   |  |
| <b>Contractor</b>                                                                                                                                |  |                                                                       |                |                                                                                                   |  |
| 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.                                                                                                                                               |  |                                                                       |                |                                                                                                   |  |
| <b>Henry County</b>                                                                                                                              |  |                                                                       |                |                                                                                                   |  |
| <b>Chair or Designee</b>                                                                                                                         |  |                                                                       |                |                                                                                                   |  |
| By (Authorized Signature)                                                                                                                        |  |                                                                       | Date Signed    |                                                                                                   |  |
| Printed Name and Title of Person Signing                                                                                                         |  |                                                                       |                |                                                                                                   |  |
| Address                                                                                                                                          |  |                                                                       |                |                                                                                                   |  |
| <b>140 Henry Parkway,<br/>McDonough, Georgia 30253</b>                                                                                           |  |                                                                       |                |                                                                                                   |  |

## 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: \_\_\_\_\_

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

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

Firm Address: \_\_\_\_\_

## **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 \_\_\_\_\_, \_\_\_\_, 202\_\_ 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 with Bid/Request for Proposal/Request for Qualifications. Henry County encourages firms 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 / CERTIFIED Y/N |
|------------------|------------------------------|
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |
|                  |                              |

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

# HENRY COUNTY GOVERNMENT DBE BENCHMARK WORKSHEET

*(Note: Proposer must sign and submit their DBE Benchmark Worksheet in a separate sealed envelope along with Cost Proposal.*

*DBE Benchmark Worksheet is not to be included within the documents of the “Original”, nor the one (1) bound complete copy.*

|                                                 |  |            |                                                             |
|-------------------------------------------------|--|------------|-------------------------------------------------------------|
| Bidder's Company Name                           |  | RFP Number | 26-42                                                       |
| Company Address                                 |  | RFP Name   | On-Call Right-of-Way Negotiation Services – Annual Contract |
| Total BID Amount:                               |  | \$         |                                                             |
| The Required DBE Benchmark on this Contract is: |  | 9%         |                                                             |

I Propose To Utilize The Following DBE Contractors:

## List of DBE Participants

| DBE Name/Address<br>(City, State) | Type of Work | DBE Certification Type* | Amount    |
|-----------------------------------|--------------|-------------------------|-----------|
|                                   |              |                         | \$        |
|                                   |              |                         | \$        |
|                                   |              |                         | \$        |
|                                   |              |                         | \$        |
|                                   |              |                         | \$        |
|                                   |              |                         | \$        |
| <b>Total:</b>                     |              |                         | <b>\$</b> |

**\*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 the RFP, in addition to the information included on the Statement of Interested Subcontractors and Statement of Request for Proposals submitted with your proposal, 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

**RFP #26-42**  
**On-Call Right-of-Way Negotiation Services – Annual Contract**  
**Cost Proposal**

***(Note: Proposer must sign and submit their cost proposal in a separate sealed enveloped marked as “Cost Proposal.”)***

***Cost Proposal is not to be included within the documents of the “Original”, nor the one (1) bound complete copy.***

**Fee Schedule**

| <b>Acquisition Services</b>                              | <b>Fee</b> |
|----------------------------------------------------------|------------|
| <b>*Negotiations (ROW and/or Easements) – per parcel</b> | \$         |
| Relocation Package Prep – per parcel                     | \$         |
| Personal Property Moves Only – per parcel                | \$         |
| Relocation Advisory Services – per parcel                | \$         |

***\*This fee is used to determine the lowest conforming proposal.***

**Pricing Schedule**

Please fill out the chart below with all hourly rates that apply and include additional positions as necessary.

| <b>Classification</b> | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| Project Manager       | \$                 |
| Acquisition Agent     | \$                 |

**Average Hourly Rate \$\_\_\_\_\_**

The proposed fee(s) shall include all labor, material, equipment, overhead, and profit. All non-labor related project costs will be billed to Henry County at costs without mark-up. A schedule of fees broken down by task along with hourly rates for project personnel to be used as the basis for payment is to be attached.

**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.**

**Estimated delivery days after receipt of the Notice of Award: \_\_\_\_\_**

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Name  
(Print or Type)

\_\_\_\_\_  
Authorized Representative's Signature

**RFP # 26-42**  
**On-Call Right-of-Way Negotiation Services – Annual Contract**  
**Due Date and Time: July 23, 2026, 3:00 PM**

---

**CHECKLIST FOR RFP DOCUMENTS**

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

| <u><b>DOCUMENTATION DESCRIPTION</b></u>                                                        | <b>Please check</b>      |
|------------------------------------------------------------------------------------------------|--------------------------|
| <b>Any Required Documents cited in RFP Specifications</b>                                      | <input type="checkbox"/> |
| <b>W-9</b>                                                                                     | <input type="checkbox"/> |
| <b>Forms:</b>                                                                                  |                          |
| <b>Solicitation Form (Page 1 of this Document)</b>                                             | <input type="checkbox"/> |
| <b>Addendum Cover Sheet(s) (If applicable.)</b>                                                | <input type="checkbox"/> |
| <b>Bid Authorization Affidavit</b>                                                             | <input type="checkbox"/> |
| <b>Non-Conflict of Interest</b>                                                                | <input type="checkbox"/> |
| <b>Georgia Security &amp; Immigration Compliance Act Affidavit &amp; Agreement</b>             | <input type="checkbox"/> |
| <b>Supplier Inclusion Program</b>                                                              | <input type="checkbox"/> |
| <b>List of Subcontractors</b>                                                                  | <input type="checkbox"/> |
| <b>DBE Benchmark Worksheet</b> <i>Submit in a separate sealed envelope with Cost Proposal.</i> | <input type="checkbox"/> |
| <b>Covenant of Non-Discrimination Form</b>                                                     | <input type="checkbox"/> |
| <b>Description of Good Faith Efforts</b>                                                       | <input type="checkbox"/> |
| <b>Cost Proposal</b> <i>(Submit in a separate sealed envelope marked as "Cost Proposal.")</i>  | <input type="checkbox"/> |
| <b>RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)</b>                   | <input type="checkbox"/> |

---

**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 proposer's RFP package.***

---

Company's Name

---

Date

---

Authorized Representative's Name  
(Print or Type)

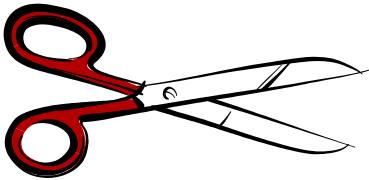
---

Authorized Representative's Signature

## SECTION VI – REQUEST FOR PROPOSAL LABEL

### PLEASE ATTACH LABEL TO OUTSIDE OF RFP 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.*



---

### REQUEST FOR PROPOSAL ENCLOSED

RFP # 26-42, On-Call Right-of-Way Negotiation Services – Annual Contract  
Due Date and Time: July 23, 2026, 3:00 PM

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

---

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