REQUEST FOR PROPOSAL

Sealed Envelope shall be marked with the following information:
RFP # 20-44
Asset Management Services for the Neighborhood Stabilization Program
Closing Date: 3:00 PM, June 23, 2020

SCHEDULE OF EVENTS FOR
RFP # 20-44

<table>
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<tr>
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<td>Pre-Proposal Conference</td>
<td>NONE</td>
</tr>
<tr>
<td>Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: <a href="mailto:purchasing@co.henry.ga.us">purchasing@co.henry.ga.us</a></td>
<td>3:00 PM June 9, 2020</td>
</tr>
<tr>
<td>*Deadline for first addendum, if required, posted on the Henry County website: henrycounty-ga.com/purchasing</td>
<td>3:00 PM June 16, 2020</td>
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<td>Sealed proposals will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.</td>
<td>3:00 PM June 23, 2020</td>
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THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD

COMPANY NAME: DATE:
MAILING ADDRESS: PHONE:
CITY: FAX:
STATE: ZIP: SSN OR FEDERAL TAX ID:
EMAIL: TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME: AUTHORIZED SIGNATURE:

*The posting of additional addenda may be required and it is the responsibility of the 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.*
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SECTION I - GENERAL OVERVIEW

A. PURPOSE
Henry County is requesting proposals for qualified rehabilitation and new construction services in support of Henry County’s Neighborhood Stabilization Program (NSP), a federally funded grant program on a renewable contract basis. The Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid from qualified for-profit and non-profit developers for the provision of providing housing.

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. Fax or electronic proposals 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 # 20-44

   Asset Management Services for the Neighborhood Stabilization Program
   Closing Date: 3:00 PM, June 23, 2020

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 submitted:
   • One (1) unbound clearly marked “Original,” of the proposal documents
   • Six (6) bound complete copies (not to exceed a 1/2” capacity ring binder) identical to the original proposal documents, and
   • 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 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.
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.

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.

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.

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 Proposers to frequently**
review the County’s website: henrycounty-ga.com/purchasing
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 Purchasing Department – purchasing@co.henry.ga.us. (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 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. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

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”.

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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 website: henrycounty-ga.com/purchasing.
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:

- The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
- The business or supplier must have a current occupational tax certificate; and
- The business or supplier must have paid all real and personal taxes owed the county; and
- 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
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. **Force Majeure**
Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Henry County Community Development
NSP
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.
SECTION II - SPECIFICATIONS

A. SCOPE OF SERVICES

1. The Management Team shall be responsible for all labor, materials and equipment necessary to perform the work required for the Asset Management Services for the Neighborhood Stabilization Program for Henry County, Georgia.

2. The Management Team shall work with local banks, financial institutions, realtors, the Homebuilders Association, housing authorities, non-profit organizations, and other relevant agencies to identify eligible vacant, foreclosed, and blighted homes which might be acquired under the Neighborhood Stabilization Program (NSP). The Management Team shall assemble an Asset Management Team, consisting of the Asset Manager, and Real Estate Broker. Credentials of key members of the team shall be subject to Henry County review and approval.

3. The Management Team shall inform the Director of the Henry County Community Development Department of his designee or any changes of key personnel, such as the Real Estate Broker.

4. The Management Team shall conduct outreach efforts to identify potential NSP homebuyers who meet income eligibility requirements.

5. The Management Team shall coordinate with the Henry County NSP Office to obtain prior approval of detailed work write-ups and housing rehabilitation cost estimates.

6. The Management Team shall secure eligible NSP homebuyers for each home acquired and rehabilitated or built under the Henry County NSP.

7. One-Hundred percent (100%) of all NSP grants funds must be spent on eligible housing activities for NSP homebuyers whose incomes are 50% or less of area median income.

8. The Management Team shall prepare and utilize a Marketing Sales Program to meet the requirements of marketing to buyers that are at or below 50% AMI.

9. The Management Team shall maintain and secure all acquired foreclosed, vacant or blighted properties during the time they are on the market for sale until each home is sold.

10. The Management Team shall prepare all necessary periodic performance financial and program reports, as deemed necessary by the Henry County NSP Office or Department of Community Development.

11. The Management Team shall work with eligible NSP homebuyers to ensure completion of the HUD/DCA and Henry County NSP requirements for homebuyer counseling.

12. The highest final sales price of the homes sold shall not exceed One Hundred Fifty Thousand Dollars ($150,000) including the cost of acquisition, rehabilitation and fees; unless a special exception is made by the Henry County NSP Office. The purchase price is dictated by the appraised value when all rehabilitation is complete. The properties can only be sold at the actual cost, including eligible soft costs. The buyer's market in the County is best for homes at or below One Hundred Twenty Thousand Dollars ($120,000).

13. The Management Team shall have regular meetings with the Henry County NSP Office at least every four to six (4-6) weeks.
14. The Management Team shall provide written reports of houses on the market and number of showings, marketing process shall be required as needed, especially if homes are on the market longer than ninety (90) days.

15. The acceptable timeframe for homes to be on the market shall be generally, no more than ninety (90) days after listing in MLS. All homes are required to be listed in MLS, as well as conducting open houses, flyers in the neighborhoods, social media, etc.

16. The Management Team shall list properties in GAMLS and FMLS within twenty-four (24) hours after completion of rehabilitation.

17. The Management Team may sell single family homes and duplexes, provided they can be sold separately as fee simple properties.

18. The Management Team’s cost proposal submitted with its proposal shall serve as the basis for the fees charged, but there may be a variance in costs due to size of the house and levels of finished materials required for a particular house. Management Team must submit a proposed budget for each property, and the NSP Office will review and approve the budget before any work begins.

19. The Management Team shall carry out all other Henry County NSP activities which are needed to effectively and efficiently carry out the role of the Asset Management Team.

20. The Management Team shall be required to assume responsibility for all services offered in the Proposal whether or not they directly provide the services from within their organization. Further, the County will consider the selected Management Team to be the sole point of contact with regard to contractual matters, including payment of any and all expenses resulting from their Contract.

21. If conditions/terms are consistent with NSP guidelines, the NSP Office will authorize the Management Team to use a County approved Closing Attorney to prepare closing documents and set up a closing time.

22. The Management Team shall ensure the Purchase and Title are in the name of The Henry County Governmental Services Authority. Any Earnest Money payment made by the management Team will be reimbursed upon submission of an invoice requesting same.

23. The Management Team shall complete approved rehabilitation or new construction. The Management Team will pay for all rehabilitation/building costs, which may be reimbursed according to the terms outlined herein, and submit an invoice for services.

24. When the rehabilitation or new construction work is finished, the Management Team shall notify the NSP Office, and submit a copy of the Building Department’s permit approval of work, and the County Home Rehab Inspector Final Inspection to verify that all work is finished and satisfactorily completed.

25. The Management Team will request reimbursement of all eligible rehabilitation and new construction expenses upon completion of the work, for approved incurred expenses. The Management Team will submit a sources and uses statement for all projected costs incurred prior to selling the home. The Management Team will provide one final sources and uses statement to the NSP Office within 60 days of the sale of the home to properly record any remaining maintenance, repairs and carrying cost. Narrative letters from the Buyer and Management Team, explaining their experience with process, are required along with before and after picture of the

**B. MANAGEMENT TEAM COMPENSATION**

1. General contractor fee allowed: The Management Team may charge a fifteen percent (15%) mark-up of subcontractor costs. The Management Team's reimbursement request for construction costs may include a fifteen percent (15%) mark-up of all valid, documented costs of subcontractors who have performed construction work. However, such mark-up(s) may not be applied to non-construction costs such as taxes, insurance, security, general requirement, or working capital costs. No such fees will be paid to a Developer for an NSP property that is rehabilitated or built by a third-party general contractor.

2. The Management Team will receive fifty percent (50%) of its earned Contractor's fee when the rehabilitation or construction is completed and the remaining fifty percent (50%) when the house is sold.

3. Developer fee will be allowed per acquisition: The allowed developer fee is $4,000. The $4,000 will be payable upon acquisition of an NSP qualified property as applicable.

**C. CONTRACT TERMS**

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 may 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 services. 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.

**D. 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

**Professional Liability Limit**

- $1,000,000
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:

<table>
<thead>
<tr>
<th>RFP EVALUATION CRITERIA</th>
<th>Scoring Value Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications</td>
<td>25</td>
</tr>
<tr>
<td>Relevant Experience and References</td>
<td>25</td>
</tr>
<tr>
<td>Understanding and Approach of the Project</td>
<td>30</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>20</td>
</tr>
<tr>
<td><strong>MAXIMUM SCORING POINTS TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**Oral Presentation and Product Demonstration** - 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.

The Scoring Formula for the above Scoring Value Maximum Points is as follows:

<table>
<thead>
<tr>
<th>Scoring</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>(.75 - 1.00)</td>
</tr>
<tr>
<td>Good</td>
<td>(.50 - .74)</td>
</tr>
<tr>
<td>Fair</td>
<td>(.25 - .49)</td>
</tr>
<tr>
<td>Poor</td>
<td>(0 - .24)</td>
</tr>
</tbody>
</table>

Multiply scoring formula by possible scoring value maximum point allotment. Example: If you score a firm .6 (Good) on **Relevant Experience and References** and multiply \(.60 \times 25\) (maximum scoring points), this would equal to 15 points.

**SPECIAL NOTE** - the Proposal Cost will be evaluated as follows:

- Low Conforming Proposal: 20 points
- Proposals within 5% of Low Proposal: 15 points
- Proposals within 7% of Low Proposal: 10 points
- All Others: 5 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.
SECTION IV - 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 – Business Information
Provide the following information regarding your firm:

a. 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.

b. Provide a copy of financial statements, operational budget, tax exempt status and if tax exempt a board of directors’ roster.

b. A brief history including any features or areas that differentiate your firm’s services from competitors.

Section 2 – Qualifications

a. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field of work, and length of service with the firm. Do not include persons who will not be involved in this project.

b. Include a list of commitments of key team members and estimated completion dates by projects.

c. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations.

Section 3 – Experience

a. 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.

b. Include your firm’s specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

Section 4 – References

a. 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.

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

Section 5 – Understanding and Approach of the Project

a. A brief overview of your firm’s approach to the work, understanding of the project’s goals and objectives, and demonstrated understanding of any potential problems and concerns.

b. Provide a description of your company’s solution to be offered as per the Scope of Work section in this RFP.

c. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase.

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
The Cost Proposal is to be submitted with the “Original” in a separate sealed envelope and marked “Cost Proposal”
RFP # 20-44  
Asset Management Services for the Neighborhood Stabilization Program  
COST PROPOSAL FORM

(Note: Proposer must sign and submit their cost proposal in a separate sealed enveloped marked as “Cost Proposal.”)  
Please provide a total cost for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for Asset Management Services for the Neighborhood Stabilization Program for Henry County. The cost proposal submitted by the Management Team shall serve as the basis for the fees charged, but there may be variances due to size of the house and levels of finish materials required for a particular house. Please note that the Management Team must submit a proposed budget for each property, and the NSP Manager will review and approve the budget before any work begins.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY.</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2.5 ton AC compressor, coil, furnace, thermostat and line-set (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>3 ton AC compressor, coil, furnace, thermostat and line-set (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>2.5 ton heat pump (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>3 ton heat pump (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>40 Gal electric water heater (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>50 Gal electric water heater (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>ADA Height –low flow toilet (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>Paint-interior, latex, one coat (Including labor and materials)</td>
<td>Sq. Ft.</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Paint-exterior, latex, two coats (including labor and materials)</td>
<td>Sq. Ft.</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>One 52” ceiling fan (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>11.</td>
<td>One Bathroom faucet 4” spread (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>12.</td>
<td>One Single handle Kitchen Faucet with sprayer (Installation Included)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>One low-flow shower head (Including Installation)</td>
<td>Each</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>14.</td>
<td>Carpet (Installation Included)</td>
<td>Sq. Ft.</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>15.</td>
<td>Vinyl Floor (Installation Included)</td>
<td>Sq. Ft.</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>16.</td>
<td>LVP Flooring 7mm thick (Installation Included)</td>
<td>Sq. Ft.</td>
<td>1</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL  

Company’s Name: ____________________________________________ Date: _________________________

_________________________________________  
Authorized Representative’s Name (Print or Type)  

_________________________________________  
Authorized Representative’s Signature
SECTION V
NSP FORMS & REGULATIONS
The Henry County Community Development Department is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for Community Development Block Grant (CDBG) Program and the Neighborhood Stabilization Program (NSP) business opportunities.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for Henry County residents and businesses, the Henry County Development Department has instituted a Section 3 Self Certification process.

Applicants seeking certification must complete and submit the attached Section 3 Business Concern Self Certification Form or Section 3 Resident Certification Form and the appropriate documentation as requested.

Please answer all questions and sign the completed forms. Completed forms may be returned with bid documents to the Henry County Community Development Department sub-recipient (city, non-profit, or asset manager) prior to contract award or directly to the Henry County Community Development Department or at the address below.

Henry County
Community Development Department
Re: Section 3
140 Henry Parkway
McDonough, GA 30253

If you have any questions or require assistance, please contact the Henry County Community Development staff 770-288-7525.

For detailed HUD guidance regarding the Section 3 Program, please visit the following website:

HENRY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION FORM

Name of Business: _______________________________________________________

Address of Business: ____________________________ Work number: ____________________________

________________________________________ E-mail Address: ____________________________

Contact Person/ Title: _____________________________________________________

APPLICANTS SEEKING CERTIFICATION MUST PROVIDE EVIDENCE OF SECTION 3 ELIGIBILITY PRIOR TO CONTRACT AWARD.

The Bidder certifies that it is a Section 3 Business Concern based on:

_______ Business is owned, at least 51% by Section 3 Residents.

☑ Provide copy of resident lease(s), evidence of participation in a public assistance program, or completed Section 3 Resident Certification Form(s)

☑ Provide business license number__________________________

_______ At least 30% of the business’ permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.

☑ Provide list of permanent, full-time employees (include, name, address, job title/trade and salary/wages)

☑ Provide completed Section 3 Resident Certification Form(s)

_______ Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns.
(Only applicable for Prime Contractors)

I hereby certify that the information provided by me is true and correct, and understand falsification of any information could result in disqualification from participation and punishment under the law.

________________________________________
Owner / President Signature Date

________________________________________
Print Name

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE _____DAY OF ___________________, 20 ___.

My Commission Expires:

________________________________________
Notary Public
HENRY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

SECTION 3 RESIDENT CERTIFICATION FORM

A Section 3 Resident seeking the preference in employment provided by this part shall certify, or submit evidence to the contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135-5.

I, ________________________________, am a resident of Henry County, Georgia and qualify as a Section 3 Resident because I am a public housing resident OR because my household income does not exceed the income guidelines by household size as published below.

Home (primary) Address: ____________________________

Telephone number: ________________________________

Cell number: ________________________________

Number of Individuals living in my household: __________________

Total Household gross income for the prior year (2017): $__________________ * The derived total gross income is from all sources received such as, salaries/wages, social security, all benefits, pensions, and all public assistance.

FY2020 – Henry County HOUSEHOLD INCOME GUIDELINES

<table>
<thead>
<tr>
<th>Household Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low/Mod Income (50%)</td>
<td>$28,950</td>
<td>$33,100</td>
<td>$37,250</td>
<td>$41,350</td>
<td>$44,700</td>
<td>$48,000</td>
<td>$51,300</td>
<td>$54,600</td>
</tr>
</tbody>
</table>

Attach ONE of the following documentations as evidence of Section 3 eligibility:

- [ ] Proof of public assistance (i.e., TANF, Food Stamps, Medicaid)
- [ ] Proof of Public housing Assistance, (PHA) Lease
- [ ] Proof of participation in a HUD Youth Build Program
- [ ] Copy of current W-2 documents

______________________________________________
Applicant Signature  Date

______________________________________________
Print Name

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE _____DAY OF____________________, 20____.

______________________________________________
My Commission Expires:

______________________________________________
Notary Public
CERTIFICATION REGARDING LOBBYING

A. The following certification published in the Federal Register (Vol. 54, No. 243, December 20, 1989, page 52321) applies to this activity, and, the undersigned certifies that to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing of attempting to influencing an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or any employee of a Congress, or any employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in according with its instructions.

(3) The undersigned shall require the language of this certification be included in the award documents of all tiers (including subcontracts, sub grants, and all contract under grants, loans, and cooperative agreements) and that all contracted entities shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impose by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Contractor ______________________ Date ____________________
Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
   b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

U.S. Department of Housing and Urban Development
Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Signature of Authorized Certifying Official</th>
<th>Title</th>
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</table>
HUD’s Certification Page

By signing, you certify that your company will follow the regulations listed below:

A. During the performance of this Contract, the Contractor agrees to comply with the following federal provisions:

1. **Executive Order 11246** requires that during the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin.

2. **Americans with Disability Act of 1990** prohibits employment discrimination against qualified individuals who have a physical or mental impairment that substantially limits one or more of his/her major life activities, by employers with 15 or more employees.

3. **Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq.** requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the project and contracts for work in connection with the projects be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

4. **Title VI of the Civil Rights Act of 1964** provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5. **Section 109, Title I of the Housing and Community Development Act of 1974** provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Title.

6. **Discrimination Act of 1975.** Any prohibition against discrimination on the basis of age under or respect to an otherwise qualified handicapped individual, as provided in **Section 504 of the Rehabilitation Act of 1973**, shall also apply to any such program or activity.

7. **The Copeland "Anti-Kickback" Act** requires that:

   a. Payment to employees must be made at least once a week and without subsequent deductions or rebate on any account except for "permissible" salary deductions.

   b. The Recipient must obtain original payrolls and "Statements of Compliance" from contractors and subcontractors (through the general) weekly. These documents must be maintained by the Recipient for three years after completion of the work. The Recipient must check these payrolls upon receipt for accuracy and compliance with requirements.

   c. The basic records supporting the payrolls must also be maintained by each employer and the Recipient for three years after completion of the work.
8. **Affirmatively Further fair Housing**- The proposer will affirmatory further fair housing which means it will utilize Henry’s impediments to fair housing choice within the grant jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in the regard.

9. **Anti-Displacement and Relocation Plan**- The proposer will comply with the acquisition and relocation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24 and in effect will follow a residential anti-displacement and relocation plan under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

10. **Drug-free Work Place**- The proposer agrees to provide a drug-free work place and will publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

11. **DAVIS-BACON** NSP funded projects follow CDBG requirements regarding the applicability of Davis-Bacon Prevailing Wage requirements. These are issued by the U. S. Department of Labor and required for all construction and rehabilitation work over $2,000. Davis-Bacon applies to projects with eight or more separate, contiguous units operated by a single entity as a single project (e.g., it applies to properties with eight or more units in a single structure). Grantees must comply with the Federal Prevailing wage requirements that are specific to the type of construction project and should follow the most stringent of the Federal, state, and local requirements that follow.

The Davis-Bacon exemption applies to residential structures containing seven or fewer units per property where NSP funds are used for construction or rehabilitation. If the properties are single-family homes where each property is separately owned, then HUD views these as individual structures with one unit each. In this situation, Davis-Bacon does not apply. Note, however, that HUD considers condominiums or cooperatives to be multi-family properties because there are multiple units in one structure.

12. **Anti-lobbying**- The proposer will comply with restrictions on lobbying required by 24 CFR part 8, together with disclosure forms, if required by that part.

13. **Confidentiality**- The proposer will develop and implement procedures to ensure the confidentiality of records to any individual served under the Henry County NSP.

__________________________________________________________
Authorized Signature

__________________________________________________________
Date

__________________________________________________________
Title

__________________________________________________________
Print Name
LIST OF SUB-CONTRACTORS

The Proponent shall identity all proposed Sub-Contractors who shall be performing work under the proposed contract. The Proponent certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for the indicated portions of work in the event the Proponent is awarded a contract.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS</th>
<th>TYPE OF WORK</th>
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<tbody>
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</tbody>
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____________________________________  ______________________________________
Company’s Name                                      Date

_____________________________________________________
Authorized Representative’s Name  Authorized Representative’s Signature
(Print or Type)
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with [insert name of prime contractor] behalf of Henry County Community Development has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Federal Work Authorization/E-Verify User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,
This _________ day of ________________________, 20___

(Notary Public)  (Seal)

Commission Expires: _________________________________  (Date)
SECTION VI
HENRY COUNTY FORMS
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 Nu

_________________________________
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
# Henry County
## Standard Contract Form

<table>
<thead>
<tr>
<th>Solicitation Title</th>
<th>Solicitation Number</th>
<th>Contract Number</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Henry County</th>
<th>(hereafter called County)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Name</td>
<td>(hereafter called Contractor)</td>
</tr>
</tbody>
</table>

2. Contract to Begin: Date of Completion: Renewals:

3. Lump Sum Amount of this Contract (if applicable)

<table>
<thead>
<tr>
<th>Fee Represented as a Percentage Of Designated Cost (if applicable)</th>
<th>Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable)</th>
<th>Annual Contract Price Agreement (if applicable)</th>
</tr>
</thead>
</table>

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

1. All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)
2. Bid or Proposal Submitted by Contractor along with Contractor’s Final Response
3. Fee/Cost Submitted by Contractor
4. All Other Documentation Required in Solicitation

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

5. **Contractor**

<table>
<thead>
<tr>
<th>Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)</th>
<th>Federal Identification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td>Date Signed</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td>E-mail Address</td>
</tr>
</tbody>
</table>

6. **Henry County**

<table>
<thead>
<tr>
<th>Chair or Designee</th>
<th>By (Authorized Signature)</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td>140 Henry Parkway, McDonough, Georgia 30253</td>
</tr>
</tbody>
</table>
**CHECKLIST FOR RFP DOCUMENTS**

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

<table>
<thead>
<tr>
<th>DOCUMENTATION DESCRIPTION</th>
<th>Please check</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Required Documents cited in RFP Specifications</td>
<td></td>
</tr>
<tr>
<td>W-9</td>
<td></td>
</tr>
<tr>
<td><em>Forms:</em></td>
<td></td>
</tr>
<tr>
<td>Solicitation Form (Page 1 of this Document)</td>
<td></td>
</tr>
<tr>
<td>Addendum Cover Sheet(s) (If applicable.)</td>
<td></td>
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<tr>
<td>Bid Authorization Affidavit</td>
<td></td>
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<tr>
<td>Non-Conflict of Interest</td>
<td></td>
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<tr>
<td>Georgia Security &amp; Immigration Compliance Act Affidavit &amp; Agreement</td>
<td></td>
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<tr>
<td>Supplier Inclusion Program</td>
<td></td>
</tr>
<tr>
<td>RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)</td>
<td></td>
</tr>
</tbody>
</table>

**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  Authorized Representative’s Signature
(Print or Type)
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.