ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA
Commission Chamber
Tuesday, November 24, 2026
1:15 PM

ADMINISTRATIVE SERVICES

1. Motion to **approve** the purchase of one replacement Ford Explorer for the totaled, 2020 Ford Explorer at a total cost of $40,556.00 from Akins Ford Dodge utilizing GA State Contract for the Tax Commissioners Office.
2. Motion to **approve** Augusta Housing Authority PHA Number: GA001 PHA 5-Year Plan and Annual Plan.
3. Motion to **approve** of the following annual bid item, as the estimated annual purchases for these items are expected to exceed **$25,000.00**. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Bid item 27-066 Warehouse Supplies / Utilities Department, 27-053 Welding and Fabrication and 27-129 Landscape Maintenance Services / Engineering and Environmental Services Department. The recommendation for the award is for a one-year term with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties.
4. Approve the City's use of **The Interlocal Purchasing System (TIPS)** Cooperative Agreement No. 260103, awarded to AFFLINK LLC for Janitorial and Sanitation Supplies and Services, to purchase eligible CDBG-CV coronavirus prevention supplies and portable air purifiers through KAMO Manufacturing Co. Inc., subject to verification of its authorization as a reseller under the award for an amount of **$387,190.28.**
5. **Reject** the Unsolicited Proposal for Creative Outdoor Adverting Public Space Amenities Program - Submitted by Creative Outdoor Advertising of America (COA)
6. Motion to **approve** five contracts between Housing and Community Development and Augusta/CSRA Habitat for Humanity for five homes using HOME Partnership Funds under the existing MOU. The next five property addresses are listed **1)** 1851 Wilhelm Lane **2)** 1858 Walker St. **3)** 1843 Telfair St **4)** 1847 Telfair St **5).** 1850 Hicks St. **(Requested by Commissioner Brandon Garrett)**
7. Motion to **approve** five (5) contracts between Augusta Housing and Community Development and Augusta/CSRA Habitat for Humanity for the development of five residential homes utilizing HOME Partnership Program funds, pursuant to the existing Memorandum of Understanding (MOU). **(Requested by Commissioner Jordan Johnson)**
8. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of five (5) single family unit to be sold to low-income homebuyer.

9. Motion to **approve** the minutes of the November 10, 2026 Administrative Services Committee Meeting.

Administrative Services Committee Meeting

Meeting Date:

2026 – Tax Commissioner – Ford Explorer – GA State Contract

Department:	Central Services – Fleet Management
Presenter:	James Greene
Caption:	Motion to approve the purchase of one replacement Ford Explorer for the totaled, 2020 Ford Explorer at a total cost of $40,556.00 from Akins Ford Dodge utilizing GA State Contract for the Tax Commissioners Office.
Background:	The Tax Commissioners office requests the replacement of asset #220005 a 2020 Ford Explorer that was totaled in an accident in October 2026. The vehicle is used by TCO administration for posting properties for levy sale, delivering documentation and supplies between offices, inspecting properties related to TCO and Augusta Land Bank Authority, attending conferences, local and state meetings and State of Georgia associated with land banking
Analysis:	The Procurement Department approved the request to utilize the state contract #99999-001-SPD0000218 and issued a letter of intent to purchase one Ford Explorer utilizing capital outlay account #272-01-6440/54-21110.
Financial Impact:	Capital outlay account #272-01-6440/54-21110
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one replacement Ford Explorer for the totaled, 2020 Ford Explorer at a total cost of $40,556.00 from Akins Ford Dodge for the Tax Commissioners Office.
Funds are available in the following accounts:	Capital outlay account #272-01-6440/54-21110
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Central Services Department

Horace Green, Director
LaQuona Porter, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: **Andy Penick, Director, Procurement Director**

FROM: **Horace Green, Director, Central Services Director**

DATE: **October 20, 2026**

SUBJECT: **Request to Utilize State Contract #SWC 99999-001-SPD0000218 for one Ford Explorer for the Tax Commissioners Office**

Central Services-Fleet Management request to utilize state contract #SWC 99999-001-SPD0000218 (Administrative Vehicles) and a "Letter of Intent" (LOI) to purchase one vehicle for the Augusta Richmond County Tax Commissioners Office.

The state contract holder, Akins Ford Dodge, informed Fleet Manager there is a stock inventory for Ford Explorers. The vendor requested a LOI to hold one Ford Explorer in their inventory until the Augusta Commission approves the purchase. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for securing the asset purchase.

The TCO is requesting the purchase of one 2026 Ford Explorer to replace asset #220005. Asset #220005, a 2020 Ford Explorer, was totaled due to a vehicle accident in October 2026. The new vehicle will be assigned to the Tax Commissioner. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet their operational needs.

Please approve the use of the state contract and LOI in total amount of $40,556.00 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

HG/kb

220 W. May St
Winder, GA 30680

Akins

AUGUSTA GEORGIA

Date: 10/20/2026

SWC# 99999-001-SPD0000218

Quoted By: **Savanna Waters**

QUOTE DATE	QTY	Description	AMOUNT	Balance Due
10/20/2026	1	2027 FORD EXPLORER ACTIVE RWD CARBONIZED GREY **AVAILABLE ON LOT 1FMUK7DH1VGA31689**	$39,760.00	
	1	ADDITIONAL KEY (3 TOTAL)	397.00	
	1	TINT AND FIRE EXTINGUISHER	249.00	
	1	DELIVERY	150.00	
			TOTAL	**$40,556.00**

Augusta Richmond County Risk Management

Workfile ID: ce0d8b5e

535 TELFAIR STREET, SUITE 920, Augusta, GA 30901
Phone: (706) 821-1704

Preliminary Estimate

Customer: CHARLI

Job Number:

Written By: Charli Rhoades

Insured:	CHARLI	Policy #:		Claim #:	220005
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:					

Owner:
CHARLI

Inspection Location:
Augusta Richmond County Risk Management
535 TELFAIR STREET, SUITE 920
Augusta, GA 30901
Repair Facility
(706) 821-1704 Business

Insurance Company:

VEHICLE

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

VIN:	1FMSK8DH3LGB30556	Interior Color:		Mileage In:	Vehicle Out:
License:		Exterior Color:		Mileage Out:	
State:		Production Date:		Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors
Remote Starter
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
Lane Departure Warning
SEATS
Cloth Seats
Reclining/Lounge Seats
3rd Row Seat
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Power Trunk/Liftgate

Preliminary Estimate

Customer: CHARLI

Job Number:

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**FRONT BUMPER**							
2		O/H front bumper					4.5	
3	Repl	Bumper cover w/o auto park	LB5Z17D957SCPTM	1	658.44		Incl.	2.4
4		Add for Clear Coat						1.0
5		Add for auto park				m	0.3	
6		Aim park sensor				m	0.8	
7		Add for fog lamps					0.4	
8		Add for park sensor				m	0.4	
9	Repl	RT Side trim w/o fog lamps	LB5Z15A246AA	1	85.57		Incl.	
10	Repl	LT Side trim w/o fog lamps	LB5Z15A245AA	1	79.32		Incl.	
11	Repl	RT Side trim screw	W716195S450B	1	4.00			
12	Repl	RT Side trim nut	W704277S439	1	4.00			
13	Repl	LT Side trim nut	W704277S439	1	4.00			
14	Repl	Lower cover XLT w/o fog lamps	LB5Z17D957AB	1	319.74		Incl.	
15	Repl	RT Bracket	LB5Z17C947A	1	40.20		Incl.	
16	Repl	LT Bracket	LB5Z17C947B	1	41.25		Incl.	
17	Repl	RT Bracket bolt	W711390S450B	1	4.00			
18	Repl	LT Bracket bolt	W711390S450B	1	4.00			
19	Repl	RT Bracket nut	W520802S439	1	4.00			
20	Repl	LT Bracket nut	W520802S439	1	4.00			
21	Repl	RT Bracket fastener	W706092S300	1	4.00			
22	Repl	LT Bracket fastener	W706092S300	1	4.00			
23	Repl	RT Bracket rivet	W702852S300	1	1.28			
24	Repl	LT Bracket rivet	W702852S300	1	1.28			
25	Repl	Lower molding XLT, w/o sport appearance pkg.	LB5Z8419AB	1	176.15		Incl.	1.2
26		Add for Clear Coat						0.2
27	Repl	Tow eye cap w/o ST	LB5Z17E811AB	1	29.57		Incl.	
28	Repl	License bracket w/deluxe holder w/o ST	LB5Z17A385BA	1	98.02		0.2	
29	Repl	License bracket rivet	W704342S300	1	10.00			
30	Repl	License bracket U-nut	W520802S439	1	4.00			
31	Repl	Impact bar (ALU)	R1MZ17757E	1	477.72		0.6	
32	Repl	Impact bar bolt	W720984S439	1	5.00			
33	Repl	Lower deflector	L1MZ8310F	1	220.79		Incl.	
34	Repl	Lower deflector screw	W715060S450B	1	4.00			
35	**GRILLE**							
36	Repl	Grille XLT w/o sport pkg.	NB5Z8200BA	1	1,200.32		Incl.	
37	Repl	Grille bolt	W505424S450B	1	6.75			
38	Repl	Emblem w/o INTERCEPTOR	JT4Z8213A	1	91.33		Incl.	
39	Repl	Emblem nut	W708203S450	1	4.00			
40	**FRONT LAMPS**							
41	Repl	RT Headlamp assy w/o adaptive headlamps level 2	MB5Z13008AY	1	2,289.80		0.5	

Preliminary Estimate

Customer: CHARLI **Job Number:**

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

42			Aim headlamps				0.5	
43		Repl	LT Headlamp assy w/o adaptive headlamps level 2	MB5Z13008AX	1	1,672.33	0.5	
44		Repl	RT Headlamp assy bolt	W711158S900	1	4.00		
45		Repl	LT Headlamp assy bolt	W711158S900	1	4.00		
46		Repl	Control module w/o adapt. headlamps	JX7Z13C788P	1	320.00 m	0.1	
47		Repl	Actuator rivet	W706092S300	1	4.00		
48	**RADIATOR SUPPORT**							
49		Repl	Upper tie bar to 05/13/2024 (MAG)	L1MZ16138G	1	921.73	0.7	1.1
50		Repl	Upper tie bar screw	W720067S439	1	6.75		
51		Repl	Upper tie bar mount bracket	L1MZ8182A	1	15.27		
52		Repl	Upper tie bar nut	W705068S437	1	8.00		
53		Repl	Radiator support w/active shutter, w/o Timberline type 1	L1MZ16138K	1	1,000.13	3.5	
54		Repl	Radiator support screw	W716714S450B	1	4.00		
55		Repl	Radiator support nut	W520802S439	1	4.00		
56		Repl	Reinforcement	LB5Z8A284A	1	111.35	0.2	
57		Repl	Reinforcement bolt	W711158S439	1	4.00		
58		Repl	Reinforcement U-nut	W520802S439	1	4.00		
59		Repl	Underbody shield	L1MZ6P013A	1	83.58	0.1	
60		Repl	Underbody shield retainer	W712196S300	1	4.00		
61		Repl	Skid plate bolt	W715489S442	1	9.25		
62	**HOOD**							
63		Repl	Hood (ALU)	LB5Z16612A	1	1,125.58	1.1	3.0
64			Add for Clear Coat					1.2
65			Add for Underside(Complete)					1.5
66			Add for Clear Coat					0.3
67		Repl	Latch	LB5Z16700B	1	128.43	Incl.	
68		Repl	Latch bolt	W719713S450B	1	4.00		
69		Repl	Lock cable	LB5Z16916D	1	44.75	1.4	
70		Repl	Release cable	LB5Z16916B	1	112.52	1.4	
71	**FENDER**							
72		Repl	LT Fender	RB5Z16006B	1	516.97	2.5	2.0
73			Overlap Major Adj. Panel					-0.4
74			Add for Clear Coat					0.3
75			Add for Edging					0.5
76			Add for Clear Coat					0.1
77		Repl	LT Fender mount bolt	W505423S439	1	4.00		
78		Repl	LT Fender rear bolt	W720007S439	1	4.00		
79		Repl	LT Rear insulator	LB5Z16061A	1	167.47	0.5	0.3
80			Add for Clear Coat					0.1
81		Repl	LT Rear insulator bolt	W505423S439	1	4.00		
82		Repl	LT Rear insulator nut	W716228S900	1	6.75		
83		Repl	LT Fender liner	LB5Z16103D	1	130.18	Incl.	

Preliminary Estimate

Customer: CHARLI **Job Number:**

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

84		Repl	LT Fender liner nut	W707291S439	1	4.00	
85		Repl	LT Fender liner screw	W715060S450B	1	4.00	
86		Repl	LT Fender liner rivet	W714040S300	1	4.00	
87	**WHEELS**						
88		Repl	LT/Front Wheel, alloy 5 double spoke	LB5Z1007A	1	358.77 m	0.3
open		Repl	TPMS sensor	SEE FOOTNOTE	1		Incl.
90		Repl	Wheel nut wheel, alloy	ACPZ1012M	1	10.00	
91	**RESTRAINT SYSTEMS**						
92		Repl	Driver air bag BASE, XLT, LIMITED, LIMITED HYBRID	LB5Z78043B13AC	1	481.42 m	Incl.
93			Air bag system diagnosis ck system operation			m	0.5
94			Air bag system diagnosis pinpoint test			m	2.1
95		Repl	Psngr air bag	RB5Z78044A74A	1	679.05 m	0.4
96		Repl	Psngr air bag bolt M5x25mm	W719214S451	1	4.00	
97		Repl	Psngr air bag bolt M6x19mm	W705583S439	1	8.00	
98		Repl	Psngr air bag U-nut	W711715S439	1	4.00	
99		Repl	Psngr air bag nut	W719189S403	1	2.50	
100		Repl	RT Head air bag	LB5Z78042D94C	1	1,011.03 m	0.6
101		Repl	LT Head air bag	LB5Z78042D95C	1	1,011.03 m	0.6
102		Repl	RT Knee air bag	LB5Z78045J76A	1	403.60 m	0.5
103		Repl	LT Knee air bag	LB5Z78045J77AA	1	394.37 m	0.5
104		Repl	RT Knee air bag screw	W717623S439	1	16.00	
105		Repl	LT Knee air bag screw	W717623S439	1	16.00	
106		Repl	RT Knee air bag nut	W520101S424	1	4.00	
107		Repl	LT Knee air bag nut	W520101S424	1	4.00	
108		Repl	RT Ft seat air bag	MB5Z78611D10C	1	246.40 m	0.7
109		Repl	LT Ft seat air bag	MB5Z78611D11C	1	247.07 m	0.7
110		Repl	RT Ft seat air bag nut	W520101S442	1	4.00	
111		Repl	LT Ft seat air bag nut	W520101S442	1	4.00	
112		Repl	Clockspring w/o heated strng whl	GN1Z14A664D	1	250.78 m	1.2
113		Repl	Control module	LB5Z14B321A	1	918.60 m	0.3
114		Repl	Control module nut	W702751S442	1	4.00	
115		Repl	RT Ft impact sensor to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3
116		Repl	LT Ft impact sensor to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3
117		Repl	RT Ft impact sensor bolt	W500215S442	1	4.00	
118		Repl	LT Ft impact sensor bolt	W500215S442	1	4.00	
119		Repl	RT Side impact sens front, to 11/24/2024	ML3Z14B345A	1	127.47 m	0.3
120		Repl	LT Side impact sens front, to 11/24/2024	ML3Z14B345A	1	127.47 m	0.3
121		Repl	RT Side impact sens rear, to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3

Preliminary Estimate

Customer: CHARLI **Job Number:**

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

122		Repl	LT Side impact sens rear, to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3	
123		Repl	RT Position sensor	FL3Z14B416B	1	41.68 m	0.3	
124		Repl	LT Position sensor	FL3Z14B416A	1	40.05 m	0.3	
125	**PILLARS, ROCKER & FLOOR**							
126		Repl	LT Aperture panel	NB5Z78211A11A	1	537.57	20.0	4.0
127			Overlap Major Non-Adj. Panel					-0.2
128	*		Add for Clear Coat					0.8
129		Repl	LT Bracket	LB5Z78025A01A	1	139.78		0.4
130	*		Add for Clear Coat					0.1
131		Repl	LT Rocker panel	NB5Z7810129A	1	488.33	9.0	2.0
132			Overlap Major Adj. Panel					-0.4
133	*		Add for Clear Coat					0.3
134	**FRONT DOOR**							
135	*	Rpr	LT Door shell				4.0	2.4
136			Overlap Major Adj. Panel					-0.4
137	*		Add for Clear Coat					0.4
138	#		Frame/Unibody Repair & Set up		1	1,200.00 X		
			SUBTOTALS			**21,387.98**	**64.0**	**24.2**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				20,187.98
Body Labor	64.0 hrs	@	$ 55.00 /hr	3,520.00
Paint Labor	24.2 hrs	@	$ 55.00 /hr	1,331.00
Paint Supplies	24.2 hrs	@	$ 38.00 /hr	919.60
Body Supplies	54.5 hrs	@	$ 38.00 /hr	2,071.00
Miscellaneous				1,200.00
Subtotal				29,229.58
Grand Total				**29,229.58**

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

JDPOWER

2020 FORD EXPLORER

Utility 4D ST 4WD Values

PRICING & VALUES

Prices shown for the used **2020 Ford Explorer Utility 4D ST 4WD** with 122200 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. Edit options.

BUY FROM DEALER

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer Buy Certified from Dealer

Average Price Paid

$24,800



80% of People Paid

$23,546 - $26,752

ESTIMATED TRADE-IN VALUE

Prices shown are what people received from a dealer for their trade-in vehicle by condition. See definitions.

Base Price	$17,500
Mileage and Options	-$3,125
Low	**$14,375**
Base Price	$19,000
Mileage and Options	-$3,125
Average	**$15,875**
Base Price	$20,000
Mileage and Options	-$3,125
High	**$16,875**

$16,375

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: **RISK MANAGEMENT**

[X] **DELETION**

ASSET NUMBER	220005
DEPARTMENT	TAX COMMISSIONER
DESCRIPTION	2020 FORD EXPLORER
SERIAL NUMBER	1FMSK8DH3LGB30556
ACQ. NUMBER	N/A
FUND SOURCE	5522101

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENT

CONDITION [X] **VEHICLE TOTALLED**

Equipment Table	
FASTER	
Fuelman	
File	

COPIES

Finance - Fixed Assets:	Sophia
Dept Director:	
Fleet Manager:	LaQuona
Accident file:	**Charli**

Date/Time:	10/15/2026 10:34

Administrative Services Committee

November 24, 2026

Augusta Housing Authority 5-Year Plan and Annual Plan

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** Augusta Housing Authority PHA Number: GA001 PHA 5-Year Plan and Annual Plan.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

The
HOUSING AUTHORITY
of the City of Augusta, Georgia

November 2, 2026

To The Honorable Mayor Garnett Johnson
535 Telfair Street Suite
200 Augusta, GA 30901

Dear Mayor Johnson:

Enclosed for your review and signature are three (3) copies of the Certification of Consistency with the City of Augusta's Consolidated Plan and 2027 Action Plan.

Also attached for your reference are the Augusta Housing Authority's FY2027 Annual Plan and Five-Year Plan (2024–2028), which were approved by our Board of Commissioners on October 26, 2026.

Should you have any questions or require additional information, please feel free to contact me at (706) 312-3122 or via email at sasmith@augustapha.org.

Respectfully submitted,

Sandra Smith
Director of Management

The J. Madden Reid Building
1435 Walton Way Augusta, GA 30901
(706) 724-5466 (706) 724-5620 TDD (706) 828-0468 FAX

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Garnett Johnson** (*Official's Name*), the **Mayor** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2027-2031** and/or Annual PHA Plan for fiscal year **2027** of the **GA001 - Housing Authority of the City of Augusta** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Augusta, Richmond County

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Housing Authority of the City of Augusta provides decent, safe, and affordable housing for low-income families, elderly individuals, and persons with disabilities, and works to maintain and improve existing housing, reduce vacancies, expand housing opportunities, and promote self-sufficiency, all of which is consistent with the City's Consolidated Plan.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Garnett Johnson**	Title: **Mayor**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: GA001 - Housing Authority of the City of Augusta form HUD-50077-SL (Form ID - 8138) printed by Sandra Smith in HUD Secure Systems/Public Housing Portal at 10/29/2026 05:36PM EST

PHA 5-Year Plan and Annual Plan

PHA Information.

A.1 PHA Name: Augusta Housing Authority **PHA Number:** GA001
PHA Type: Standard Performer
PHA Fiscal Year Beginning: 04/2027

AHA Inventory.

Public Housing Units:	***1867***
RAD Units	***66***
Housing Choice Vouchers:	***4054***
Project-Based Vouchers (PBV):	***303***
Veterans Supportive Housing (VASH):	***158***

Specific Location for PHA Plans and Supporting Documents: Augusta Housing Authority, 1435 Walton Way, Augusta, GA 30901. Website www.augustapha.org

PHA Consortia. n/a

B.1 Revision of Existing Plan Elements

Plan Elements. Plan Elements that have been revised: No Changes at this time.

Mission. The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination.

Goals and Objectives.

Increase the availability of decent, safe, and affordable housing.
The Augusta Housing Authority will expand the supply of assisted housing by applying for additional rental vouchers, reducing public housing vacancies, leveraging private or other public funds to create additional housing opportunities and by acquiring or building additional units or developments.

The Augusta Housing Authority will improve the quality of assisted housing by improving the public housing management (PHAS score), improving the voucher management (SEMAP score), renovating, or modernizing public housing units, demolishing, or disposing of obsolete public housing, provide replacement public housing and replacement vouchers.

The Augusta Housing Authority will increase assisted housing choices by conducting outreach efforts to potential voucher landlords, increasing voucher payment standards, and implementing homeownership programs.

Improve community quality of life and economic vitality
The Augusta Housing Authority will provide an improved living environment by implementing measures to deconcentrate poverty by bringing higher income public housing households into lower income developments. The AHA will also implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments.

Promote self-sufficiency and asset development of families and individuals
The Augusta Housing Authority will promote self-sufficiency and asset development of assisted households by providing and/or attracting supportive services to improve assistance recipients' employability and to increase independence for the elderly or families with disabilities. Ensure Equal Opportunity in Housing for all Americans

The Augusta Housing Authority will ensure equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.

Housing Needs

Shortage of affordable housing for all eligible populations and specific family types:

	PH (CV)	Elderly PH	Section 8	Legacy (PBV)	Walton Oaks (PBV)	Legacy Walton Green (PBV)	Walton Green (PBV)	Walton Green (PH)	Freedom's Path (PBV)	The Lenox (PBV)	Section 8 Lottery
Number of Applicants	**9,692**	**1,858**	**1,155**	**799**	**4,188**	**381**	**2,847**	**1,754**	**479**	**997**	**1,008**
Elderly	66	185	22	168	102	152	98	50	30	30	10
Disabled	1,719	904	169	247	820	12	642	387	170	184	146
Elderly/Disabled	151	271	50	264	144	203	158	93	75	45	10
No designation	7,756	498	914	120	3,122	14	1,949	1,224	204	738	842
Black	8,640	1,482	1,097	640	3,647	311	2,427	1,550	381	920	955
White	818	318	48	139	442	64	347	163	81	71	36
American/Indian	47	15	2	4	29	0	19	7	3	2	4
Asian	11	10	0	4	7	3	7	8	2	0	1
Pacific Islander	40	5	5	2	14	0	13	10	1	1	3
Latino	455	68	5	29	186	17	127	61	28	26	42
0BR	0	69	1,155						473	433	1,008
1BR	1,489	1,781		743	1,320	371	1,298	734	3	522	
2BR	1,775	6		45	1,511	10	976	719	2	40	
3BR	4,381			11	1,273		467	295	1	2	
4BR	1,702				78		105	6			
5BR	344				6		1				

(Effective 08/18/2026)

Need: Shortage of Housing needs for all eligible populations

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

The Augusta Housing Authority's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher-income tenants into lower-income projects and lower-income tenants into higher-income projects. A statement of the Augusta Housing Authority's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

The Augusta Housing Authority's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a Augusta Housing Authority with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a Augusta Housing Authority with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, the Augusta Housing Authority must comply with the following steps:

Step 1. The Augusta Housing Authority must determine the average income of all families residing in all the Augusta Housing Authority's covered developments. The Augusta Housing Authority may use the median income, instead of average income, provided that the Augusta Housing Authority includes a written explanation in its annual plan justifying the use of median income.

Augusta Housing Authority Policy
The Augusta Housing Authority will determine the average income of all families in all covered developments on an annual basis.

Step 2. The Augusta Housing Authority must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, the Augusta Housing Authority has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

Augusta Housing Authority Policy
The Augusta Housing Authority will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

Step 3. The Augusta Housing Authority must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (30% of median income).

Step 4. The Augusta Housing Authority, with covered developments having average incomes outside the EIR must then determine whether these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the Augusta Housing Authority must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances, the Augusta Housing Authority's deconcentration policy may include, but is not limited to the following:

1.0 Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities

2.0 Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments

3.0 Establishing a preference for admission of working families in developments below the EIR

4.0 Skipping a family on the waiting list to reach another family to further the goals of deconcentration

5.0 Providing other strategies permitted by statute and determined by the Augusta Housing Authority in consultation with the residents and the community through the annual plan process to be responsive to local needs and Augusta Housing Authority strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under the Augusta Housing Authority's deconcentration policy. The Augusta Housing Authority must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the Augusta Housing Authority's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average income at all general occupancy developments is within the EIR, the Augusta Housing Authority will be considered to be in compliance with the deconcentration requirement, and no further action is required.

Policies on Eligibility, Selection, Admissions Policy, including DE concentration and Wait List Procedures. [24 CFR Part 903.7 (b)]

To be eligible for the public housing program the applicant family must: Qualify as a family as defined by HUD and the AHA. Have income at or below HUD-specified income limits. Qualify based on citizenship or the eligible immigrant status of family members. Provide social security number information for family members as required. Consent to the AHA's collection and use of family information as provided for in AHA-provided consent forms.

The AHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the AHA. The ACOP contains the Housing Authorities policies that govern resident eligibility, selection, admission, admission preference, unit assignment policies, and maintaining the wait list for the public housing program while the Administrative Plan includes all the above except unit assignments for the housing assistance program. When necessary, AHA will use a lottery system which will randomly draw potential participants from the applicant pool. This means an individual can apply at any time. Whether they apply in the first hour or the last hour of the waitlist being opened, the chances are the same as being selected.

Statement of Financial Resources (FYE 3/31/2026)

Sources	Planned $
1. Federal Grants (FY 2026 grants)	
a) Public Housing Operating Fund	$8,864,203.05
b) Public Housing Capital Fund	$6,697,144.65
c) Public Housing Capital Fund Recovery Grant	
d) Hope VI Demolition	
e) Annual Contributions for Section 8 Tenant-Based Assistance	$41,480,781.00
f) Resident Opportunity and Self-Sufficiency Grants	$227,422.62
Other Federal Grants (list below)	
2. Prior Year Federal Grants (unobligated funds only) (list below)	
Section 8 Tenant-based Funds from Reserves	
Public Housing Subsidy Funds from Reserves	
3. Public Housing Dwelling Rental Income	$4,512,677.77
Other Tenant Revenue	$532,868.49
4. Other Income (list below)	
Investments-Unrestricted	$436,891.60
Cell Tower Leases	$64,296.61
Entrepreneurial activities	$1,851,647.08
Capital Assets Gain/Loss Sale	
5. Non-federal sources (list below)	
Fraud Recovery	$230,699.79
Investment Restricted	$729.59
Other	$1,467,350.15
Total Resources	$66,366,722.00

The Housing Authority of the City of Augusta elected to utilize the PHA Asset Management method effective April 1, 2012

PHA Rent Determination Policies. [24 CFR Part 903.12(b), 903.7(d)]

Public Housing

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. The AHA will use the policies and methods described in the ACOP to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. The ACOP describes HUD regulations and AHA policies related to HUD regulations that specify the sources of income to include and exclude to arrive at a family's annual income, the requirements and AHA policies for calculating annual income, mandatory deductions for which a family qualifies and used for calculating adjusted income and the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment, flat rents and the family's choice in rents. The minimum rent for the public housing program is $50. A discretionary minimum rent hardship exemption policy includes: the family would or would not be evicted because of the imposition of the minimum rent requirement; the income of the family has decreased because of lost employment, death in the family or other circumstances as determined by AHA or HUD.

Section 8 Tenant-Based Assistance

The Housing Authority's payment standards are above Fair Market Rate (FMR) and are adequate to ensure success among assisted families in the housing authority's segment of the FMR area. The payment standards are reevaluated annually for adequacy and success rates and rent burdens of assisted families are considered when conducting the assessment. The minimum rent for the housing assistance program is $50. A discretionary minimum rent hardship exemption policy includes: If the family has lost eligibility or is awaiting an eligibility determination; the family would or would not be evicted because of the imposition of the minimum rent requirement; the income of the family has decreased because of a change in circumstances, including loss of employment, death in the family or other circumstances as determined by AHA or HUD. The Administrative Plan further details the factors related to total tenant payment and family share determination.

The Housing Opportunity Through Modernization Act (HOTMA)of 2016: Over-Income Families. [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.507, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

PHA Policy
At annual or interim reexamination, if a family's income exceeds the applicable over- income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the PHA's over-income policies.

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status in accordance with the continued occupancy policies below.

During the period before termination, the over-income family will continue to be a public housing program participant until their tenancy is terminated. The PHA will continue to charge the family rent in accordance with public housing regulations, will offer the family the choice between income-based and flat rent as required by the regulations, and will prorate rent for mixed families.

The PHA will give appropriate notice of lease tenancy termination (notice to vacate) in accordance with state and local laws.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

Operation and Management.

HUD writes and publishes regulations to implement public housing laws enacted by Congress. HUD contracts with the AHA to administer programs in accordance with HUD regulations and provides an operating subsidy to the AHA. The AHA must create written policies that are consistent with HUD regulations. Among these policies is the AHA's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the Board of Commissioners of the AHA. The job of the AHA pursuant to HUD regulations is to provide decent, safe, and sanitary housing, in good repair, to low-income families at an affordable rent. The AHA screens applicants for public housing and, if they are found eligible and accepted, the AHA offers the applicant a unit. If the applicant accepts the offer, the AHA will establish a contract with the applicant known as the lease. At this point, the applicant becomes a resident of the public housing program.

The Admissions and Continued Occupancy Policy (ACOP) is the AHA's written statement of policies used to carry out the public housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD, and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in the AHA's Agency Plan.

All issues related to public housing not addressed in the ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD approved applications for program funding. The AHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

The Augusta Housing Authority will make all efforts to provide a healthy and pest free environment for its residents. AHA will treat all public housing units quarterly and will provide the best possible treatment for the eradication of those pests at all public housing sites. AHA maintenance and management personnel will maintain an adequate schedule for treatment to address any existing infestation, and special attention shall be paid to cockroaches. Resident cooperation with the extermination plan is essential. All apartments in a building will be treated by licensed AHA personnel for the plan to be effective. All residents will be provided with written notice of at least 48 hours before treatment unless immediate verbal permission is granted. The notification will also include instructions that describe how to prepare the unit for treatment. In addition, all units will be treated before move-in and following voluntary and involuntary move-outs.

Violence Against Women Act (VAWA)

Since there is a correlation between victims of domestic violence and homelessness, rent burdens and substandard housing, our agency will continue to employ these former federal preferences in our housing assistance program. In addition, a Tenancy Addendum (HUD form 52641-A) has been provided to all landlords which outlines protections from evictions for victims of abuse. VAWA 2013 expanded notification requirements to include the obligation for AHA to provide applicants who are denied assistance with a notice of rights and the form HUD- 5382 at the time the applicant is denied. If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.C of the ACOP.

Grievance Procedures

The ACOP discusses grievances and appeals pertaining to AHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts: the requirements and procedures for informal hearings for public housing applicants, informal hearings regarding citizenship status and where they differ from the requirements for general applicant and resident grievances and the requirements and procedures for handling grievances for public housing residents.

The procedures mirror those found at 24 CFR Part 966, Subpart B. A copy of the grievance procedure is posted at each public housing site, and a copy is provided to each resident at lease up. The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the Augusta Housing Authority. The Administrative Plan describes the policies, procedures, and standards to be used when families of the housing assistance program disagree with decisions of the AHA. The hearing procedures are provided to families in the briefing packet.

Section 8 (y) Homeownership Program [24 CFR Part 903.12(b), 903.7(k)(1)(i)]

The AHA's homeownership program is designed to promote and support homeownership for first-time homebuyers and allows one or more family members to purchase a home. The program permits participants who meet the general requirements for admission into the AHA's Section 8 Housing Choice Voucher Program and satisfy additional requirements, as further described in Chapter 19 of the Administrative Plan, the option of purchasing a home with their assistance rather than renting. Participation is voluntary.

There are 77 families enrolled in the Family Self-Sufficiency Program
There are 21 families currently assisted with mortgage assistance
There are 5 Family Self-Sufficiency graduates
Two families have closed on new homes this year through the Homeownership Program

Community Service and Self-Sufficiency

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered or plans to enter.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].
In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c) (5)]. The ACOP explains HUD regulations requiring PHAs to

implement a community service program for all non-exempt adults living in public housing.

The AHA will provide on-site training sessions to residents on a rotating basis for residents to meet community service requirements.

The AHA will attempt to provide the broadest choice possible to residents for community service activities.
The AHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The AHA will work with resident organizations and community organizations to design, implement, assess, and recalibrate its community service program.

The AHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the AHA Plan.
The AHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

Safety and Crime Prevention (VAWA)

The need for measures to ensure the safety of public housing residents are based on the high incidence of violent and/or drug related crime in areas surrounding or adjacent to public housing sites, residents fearful for their safety and the safety of their children and applicants on the waiting list unwilling to move into one or more developments because of perceived levels of violent and/or drug related crime. The Augusta Housing Authority based the need for action on crime statistics which show crimes committed in or around our developments,
resident reports, police reports and staff reports. The Augusta Housing Authority coordinates with the Richmond County Sheriff's Office (RCSO) in carrying out crime prevention measures and activities through neighborhood watches, security cameras installed in potential high crime communities, police regularly testify and support eviction cases, police presence at the developments and regular submission of police reports to AHA. The Officers consult with housing managers concerning potential problem areas of criminal activity, enforce criminal law, provide written reports, and testify in civil court hearings as deemed necessary.

Pet Policy

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. Chapter 10 of the ACOP explains the difference between assistance animals and pets, and contains policies related to the designation of an assistance animal as well as their care and handling, pet policies that are common to both elderly/disabled developments and general occupancy developments, policies for pet deposits and fees that are applicable to elderly/disabled developments and policies for pet deposits and fees that are applicable to general occupancy developments.

Asset Management

The Augusta Housing Authority provided on-site training to management staff in preparation for conversion to property-based management services as required by asset management. AHA staff are assigned to each AMP and are charged with direct oversight of all property operations versus centralized management.

Substantial Deviations and Significant Amendments (24 CFR Part 903.7(r).

Substantial Deviation from the 5-Year Plan

Substantial deviations or significant amendments or modifications are defined as major changes in the plans or policies of the Augusta Housing Authority or financial resources that affect the mission, goals, objectives or plans of the agency and that require review by the Resident Advisory Board and formal approval by the Board of Commissioners.

Significant Amendment or Modification to the Annual Plan

Substantial deviations or significant amendments or modifications are defined as major changes in the plans or policies of the Augusta Housing Authority or financial resources that affect the mission, goals, objectives or plans of the agency and that require review by the Resident Advisory Board and formal approval by the Board of Commissioners.

Significant Amendment (RAD-PBRA)

The Augusta Housing Authority is currently in the process of converting multiple Mixed Finance LIHTC projects from Low Income Public Housing to Project-Based Rental Assistance under RAD. The following items should be excluded from substantial deviations and/or significant amendments:

The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance.
The date of the Significant Amendment is submitted to the PHA Plan website.

Change to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include the use of additional Capital Funds. Changes to the construction and rehabilitation plan for each approved RAD conversion; and Changes to the financing structure for each approved RAD conversion.

The Augusta Housing Authority will adopt and incorporate all applicable PBRA Resident Rights and Participation requirements as noted in PIH-2012-32 (HA), REV-2 at all conversion properties. All plans and relocation activities, if applicable, will be performed in accordance with Joint Housing/PIH Notices.

Right to return and Relocation Assistance
No rescreening of tenants upon conversion
Under-Occupied unit
Phase-in of tenant rent increase (5-year option)
FSS and ROSS-SC programs (if applicable)

In the event the Augusta Housing Authority implements other housing programs (including, but not limited to, PBRA, PBV, LIHTC or RAD), it will revise any associated policies, procedures, or lease agreements to align with respective HUD program guidelines.

B.2 New Activities

Hope VI or Choice Neighborhood

AHA has not received a HOPE VI revitalization grant.

Allen Homes (GA0010008): Allen Homes was awarded a Choice Neighborhood Planning Grant in November 2021. The planning process was completed in conjunction with the City of Augusta, GA as part of the Harrisburg/Laney-Walker neighborhood. The City and AHA may apply for a Choice Neighborhood Implementation Grant in 2026 or 2027 to demolish and replace Allen Homes in the Choice Neighborhood area. Funding awarded via a Choice Neighborhoods Planning - or Planning and Action – Grant supports developing a comprehensive neighborhood transformation plan for the targeted site and neighborhood. A Choice Neighborhoods Implementation

Grant assists with implementing that transformation plan for the targeted site and neighborhood. Early Action activities associated with the Planning Grant were completed in 2026 and include: Public Art installation, sunshade and benches for additional community space, revitalization of existing basketball court, installation of a Little Free Library, and the installation of raised Garden Beds.

Mixed Finance Modernization or Development

The following sites have been approved for mixed finance modernization and development by Fair Housing for public housing:

Demolition and Disposition – Dogwood Terrace

[24 CFR Part 903.12(b), 903.7 (h)]
Dogwood Terrace (GA001000060)
Dogwood Terrace, GA001000060:

Development name: Dogwood Terrace
Development number: GA001000060
Activity Type: Demolition/Disposition
Date of application: October 4, 2023
Date of approval: March 1, 2024
Number of units affected: 270
Coverage Action: Total development
Start date of Demolition: To be Determined
End date of Demolition: To be Determined

Demolition and Disposition – Dogwood Terrace

The Housing Authority of the City of Augusta, Georgia (AHA) submitted a demolition application on October 4th, 2023, to HUD for Dogwood Terrace (GA001000060) to develop new affordable, mixed-income housing on the existing site. Dogwood Terrace is a 270-unit public housing development on 26.88 acres located at 2101 15th Ave, Augusta, GA. AHA received approval for the demolition application on March 1, 2024. Tenant Protection Vouchers were received in September 2024, and all families have now relocated to other Public Housing units, Section 8 voucher residences, or private housing. A disposition application was submitted to HUD on May 29, 2026, and was approved by HUD on June 25, 2026.

AHA will develop replacement affordable housing in multiple phases as a mixed-finance, mixed-income development serving people with incomes ranging from less than 30% of the area median to unrestricted incomes. The Agency may apply for either or both 9% and/or 4% credits under the Low-Income Housing Tax Credit Program (LIHTC). Regent Partners was selected as a developer partner to assist with redeveloping the property.

Development of Additional Public Housing Units

None currently

Designated Housing for Elderly and Disabled Families

The original Designated Housing for Elderly and Disabled Families Plan was approved on 07/29/2005. Augusta Housing Authority Board of Commissioners approved near elderly designation on 05/24/2007. A two (2) year extension was approved on September 3, 2023.

Peabody Apartments	GA0010071	1425 Walton Way	228 units
Ervin Towers	GA0010072	1365 Laney Walker Blvd	100 units
Hal Powell Apartments	GA001009	2244 Broad Street	100 units
M.M. Scot Mid-rise	GA0010012	825 Spruce Street	25 units
Powell Pointe	GA0010021	Twiggs & Wrightsboro Road	40 units

Conversion of Public Housing to Project-Based Rental Assistance under RAD

The Housing Authority of the City of Augusta, Georgia (AHA) is evaluating the potential conversion of certain public housing developments under the U.S. Department of Housing and Urban Development's Rental Assistance Demonstration (RAD) program. AHA may submit one or more applications to HUD to convert public housing assistance to long-term Section 8 project-based assistance through either Project-Based Vouchers (PBV) or Project-Based Rental Assistance (PBRA), as permitted by applicable HUD requirements.

AHA's consideration of RAD is intended to provide additional tools for the preservation, rehabilitation, recapitalization, and, where appropriate, redevelopment of its affordable housing portfolio. The final structure of any RAD transaction, including the properties and units involved, rehabilitation or redevelopment scope, financing sources, ownership structure, form of Section 8 assistance, and timing of conversion, will be determined following additional feasibility analysis, resident consultation, Board action, and HUD review and approval.

For properties identified for potential RAD conversion in this Annual Plan, AHA intends to comply with all applicable resident consultation, relocation, tenant protection, fair housing, civil rights, and other requirements established by HUD. AHA will also make any necessary revisions to its Admissions and Continued Occupancy Policy, Housing Choice Voucher Administrative Plan, waiting-list policies, or other governing policies associated with an approved conversion.

Section 8 (y) Homeownership Program [24 CFR Part 903.12(b), 903.7(k)(1)(i)]

The AHA's homeownership program is designed to promote and support homeownership for first-time homebuyers and allows one or more family members to purchase a home. The program permits participants who meet the general requirements for admission into the AHA's Section 8 Housing Choice Voucher Program and satisfy additional requirements, as further described in Chapter 19 of the Administrative Plan, the option of purchasing a home with their assistance rather than renting. Participation is voluntary.

There are 65 families enrolled in the Family Self-Sufficiency Program
There are 21 families currently assisted with mortgage assistance
There were 7 newly enrolled families
There are 6 graduates
Two families have closed on new homes this year through the Homeownership Program

Occupancy by Over-Income Families
None currently.

Occupancy by Police Officers
None currently.

Non-Smoking Policy

Effective July 1, 2018, the use of prohibited tobacco products by residents or guests is prohibited in all public housing living units and interior areas (including but not limited to hallways, porches, balconies, elevators, rental and administrative offices, maintenance facilities, laundry rooms, warehouses, and similar structures), as well as in outdoor areas within 25 feet from public housing, administrative and maintenance office buildings.

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, Electronic Nicotine Delivery System (ENDS) and waterpipes (hookahs).

Residents and their guests are responsible for properly disposing of cigarette butts or other tobacco products so as not to litter the grounds.

Project-Based Vouchers

The Augusta Housing Authority will operate a PBV program using up to 20 percent of its budget authority for the project-based assistance. Additional details are described in Chapter 17 of the Administrative Plan. This program is consistent with the statement of family needs. The Augusta Housing Authority may contract with a private management company to administer the waiting list for its Project Based Vouchers in its Mixed Finance Developments in strict compliance with HUD regulations and the agency's Administrative Plan.

The Augusta Housing Authority will utilize 47 Project-Based Vouchers for the upcoming development of The Villages at Meadowbrook. The Villages at Meadowbrook Phase 1 (the "Project') is the first phase of the Villages at Meadowbrook multi-phase master planned community being developed in partnership by Walton Communities, LLC, and the Augusta Affordable Housing Corporation ("AAHC"). AAHC is an instrumentality of the Housing Authority of the City of Augusta, Georgia ("AHA"), the landowner and lessor applicable to The Villages at Meadowbrook Phase 1.

Phase 1 of the project will consist of 236 units to be developed on approximately 12.080 acres of the overall 22,379-acre master site. The Project will consist of 1-, 2-, and 3-bedroom multifamily units, all of which will be income restricted and qualify for Low Income Tax Credits (LIHTC).

Of the 236 total units, there will be 47 Project-based Voucher (PBV) subsidized units, to be issued by AHA and targeting 30% AMI, 96 LIHTC-only units targeting 60% AMI, and 93 LIHTC-only units targeting 70% AMI.

The Phase 2 project will consist of 75 units for near elderly families (age 55+) on approximately 3.95 acres of the overall 22.379-acre master site. The Project will consist of 75-bedroom multifamily units. All of which will be income restricted and qualify for Low Income Housing Tax Credits (LIHTC). Of the 75 total units, there will be 15 Project-Based Voucher (PBV) subsidized units, to be issued by AHA and targeting 30% AMI, 42 LIHTC-only units targeting 60% AMI, and 18 LIHTC-only units targeting 70% AMI.

The Augusta Housing Authority has committed to providing 16 Project-Based Vouchers for the upcoming Development of Watson Pointe:

The Augusta Housing Authority has committed to providing 25 Project-Based Vouchers to Freedom's Path III.

The Augusta Housing Authority has committed to providing 44 Project-Based Vouchers to Edmond Hill.

The Augusta Housing Authority has committed to providing 15 Project-Based Vouchers to Villages at Meadowbrook Phase I.

Augusta Housing Authority plans to use 25 Housing Choice Vouchers (HCVs) for new Project-Based Vouchers with Bridge Builder Communities. This organization is developing a tiny home village for young adults (18-25) transitioning out of foster care, offering housing, life skills training, and support to help them become independent and stable members of the community.

Location/number of units

Freedom's Path
Freedom's Path
Project Based Voucher Units = 78
Census Tract = 12

FP Augusta II, LLC
Freedom's Path
Project Based Voucher Units = 20
Census Tract = 12

Hope House, Inc.
The Highlands West
Project-Based Voucher Units = 42
Census Tract=105.15

Walton Communities, LLC
The Legacy at Walton Oaks
Project-Based Voucher Units = 26
Census Tract=106.01

Walton Communities, LLC
Walton Oaks Family II
Project-Based Voucher Units = 20
Census Tract=106.01

Walton Communities, LLC
The Legacy at Walton Oaks II
Project-Based Voucher Units = 10
Census Tract=106.01

Walton Communities, LLC
Legacy at Walton Green II
Project-Based Voucher Units = 20
Census Tract=14

Walton Communities, LLC
Walton Green Phase II
Project-Based Voucher Units = 67
Census Tract=14

WC The Lenox Partnership
The Lenox Apartments
AHAP for PBV units = 20
Census Tract=111

Bridge Builders Communities
The Village
AHAP for PBV units = 25
Census Tract=109.00

Units with Approved Vacancies for Modernization

Ervin Towers (GA0010007B): Comprehensive Modernization of Ervin Towers began June 16th, 2023. Work is being completed in phases over a period of approximately 3 -5 years. Modernization will be completed unit for unit. Floors 1 through 4 were completed and turned back over to AHA for occupancy. This is a total of 33 units, all of which are now occupied.

Other Capital Grant Program
None currently.

B.3. Progress Report

The Augusta Housing Authority increased the availability of decent, safe, and affordable housing by reducing public housing vacancies, leveraging public funds to create additional housing, and obsolete public housing, and providing replacement public housing, in addition to replacement vouchers.

The Augusta Housing Authority continued to offer higher-income public housing household units at lower-income developments through promotion of the rent determination polices. In addition, AHA continued to promote income mixing in public housing by assuring access for lower-income families into higher-income developments.

The Augusta Housing Authority promotes self-sufficiency and asset development of families and individuals through its Family Self-Sufficiency programs, homeownership program, home health care programs for elderly/disabled public housing families and on-site training programs to improve resident employability for public housing families.

The Augusta Housing Authority continued to coordinate efforts with Augusta-Richmond County Housing and Economic Development Department in educating our residents and applicants of fair housing issues to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.

MOU Agreements:

1. The Housing Authority has an agreement with the Augusta Housing and Community Development Department to promote and participate in their Lead-Based Paint Hazard Reduction Program

Other Agreements:

1. The Housing Authority leases space to the Family YMCA of Greater Augusta and the Family YMCA of Atlanta to provide childcare and support services to public housing residents and the surrounding community.
2. The Housing Authority leases space to the Boys and Girls Club of the CSRA, which offers after-school and summer programs for children and teens in public housing and the surrounding community.
3. The Housing Authority has an agreement with the Boy Scouts of America Georgia-Carolina Council to provide character development, citizenship training, and leadership skills to youth residing in public housing and the surrounding community.
4. The Housing Authority has an agreement with the Girl Scouts of Historic Georgia to offer programs focused on character, citizenship, and leadership development for youth in public housing and the surrounding community.

5. The Housing Authority has an agreement with Jessye Norman School of Arts to offer after school and summer arts enrichment programs that curriculum develops youth to become creative, caring, visionary, responsible citizens through the transformative power of the arts for youth in public housing and the surrounding community.
6. The Housing Authority has an agreement with Georgia Gateway, a subsidiary of the Department of Human Services (DHS). DHS serves as an access point for social services including SNAP (Food Stamps), Temporary Assistance for Needy Families (TANF), Medicaid, and childcare programs for residents of public housing and the surrounding community.
7. The Housing Authority has an agreement with Georgia Department of Public Health to provide a mobile clinic that would increase access to quality healthcare services for residents of public housing and the surrounding community.

Other Services and Referrals:

1. Golden Harvest Food Bank provides food services to public housing residents.
2. Augusta Locally Grown offers food services and outreach programs to public housing residents.
3. Black Farm Street Inc. offers a gardening outreach program to our Allen Homes public housing residents.
4. Mercy Ministry provides food services and outreach programs to public housing residents.
5. Christ Community Health Services offers health services to public housing residents on a sliding scale. They also provide COVID-19 testing, vaccines, and boosters to staff and public housing residents, as applicable.
6. Augusta University offers smoking cessation classes to public housing residents that promote a smoke-free, healthy lifestyle in alignment with the Housing Authority's smoke-free policy.
7. Augusta University College of Nursing provides student- and instructor-supervised health services to residents in the Elderly Designated Building, as applicable.
8. Augusta University Cancer Center conducts various health education activities aimed at promoting a healthy lifestyle for public housing residents, as applicable.
9. University of Georgia conducts various health education activities aimed at promoting a healthy lifestyle for public housing residents, as applicable.

10. The Augusta Partnership for Children, Inc. delivers services focused on improving housing residents' well-being through programs centered on self-sufficiency, maternal health, life skills, educational training, and referral resources.

B.4 Capital Improvements [24 CFR Part 903.12(b), 903.7 (g)]

AHA plans to participate in the Capital Fund Program in the upcoming year and proposes to use a portion of its CFP funds to repay debt incurred to finance capital improvements. Developments are identified in the annual and 5-year capital plans where such improvements will be made and how the proceeds of the financing will be used, and the amount of the annual payments required to service the debt. AHA plans to address capital improvement needs as outlined in the comprehensive Physical Needs Assessment (see attached) for each public housing property. This will be used as a tool to reduce and prioritize capital improvement needs throughout the agency.

Capital Fund Financing Program
The AHA re-financed our CFFP Revenue Bonds on January 14, 2015, to lower our annual debt service to around 31% of our total annual Capital Fund grant amount and have more funds available to perform modernization work. We received HUD approval on December 12, 2014; to refinance the CFFP Bonds and we worked with a financial consultant to structure the deal. Our current bonds were issued in 2004 for a 20-year period until 2024, and by refinancing the bonds for a 17-year period starting in 2014, it would extend the re-payment period to 2031. The refinancing results in lowering our annual payment for the bonds from $1,356,000 to $1,016,000 for an annual savings of $340,000, and in addition, we received approximately $591,000 that was utilized for needed capital improvements. Total payments per year from 2015 to 2019 were $1,016,099.98, which included $10,060.40 for a bank fee. In 2020 total payments were $915,310.53, including the same fee. Payment amount from 2021 until paid off in 2031 is $759,797.95 per year.

Capital Fund Program Annual Statement/Performance and Evaluation Report
(Submitted for approval by HUD 02/07/2024)

Capital Fund Program Five-Year Action Plan
(See form HUD-50075.2 approved by HUD on 12/23/2025)

Proposed Modernization (Dependent upon funding availability and needs)

Olmstead Homes, GA001000010: None

Oak Pointe (GA0010005): None

Allen Homes (GA0010008): Allen Homes was awarded a Choice Neighborhood Planning Grant in November 2021. The planning process was completed in conjunction with the City of Augusta, GA as part of the Harrisburg/Laney-Walker neighborhood. The City and AHA may apply for a Choice Neighborhood Implementation Grant in 2026 or 2027 to demolish and replace Allen Homes in the Choice Neighborhood area. Funding awarded via a Choice Neighborhoods Planning - or Planning and Action – Grant supports developing a comprehensive neighborhood transformation plan for the targeted site and neighborhood. A Choice Neighborhoods Implementation Grant assists with implementing that transformation plan for the targeted site and neighborhood. Early Action activities associated with the Planning Grant were completed in 2026 and include: Public Art installation, sunshade and benches for additional community space, revitalization of existing basketball court, installation of a Little Free Library, and the installation of raised Garden Beds.

Dogwood Terrace (GA0010006): The Housing Authority of the City of Augusta, Georgia (AHA) submitted a demolition application on October 4th, 2023, to HUD for Dogwood Terrace (GA001000060) to develop new affordable, mixed-income housing on the existing site. Dogwood Terrace is a 270-unit public housing development on 26.88 acres located at 2101 15th Ave, Augusta, GA. AHA received approval for the demolition application on March 1, 2024. Tenant Protection Vouchers were received in September 2024, and all families have now relocated to other Public Housing units, Section 8 voucher residences, or private housing.

AHA will develop replacement affordable housing in multiple phases as a mixed-finance, mixed-income development serving people with incomes ranging from less than 30% of the area median to unrestricted incomes. The Agency may apply for either or both 9% and/or 4% credits under the Low-Income Housing Tax Credit Program (LIHTC). A disposition application was submitted to HUD on May 29, 2026, and was approved by HUD on June 25, 2026.

Peabody Apartments (GA001000071): None

Ervin Towers (GA0010007B): Comprehensive Modernization of Ervin Towers began June 16th, 2023. Work is being completed in phases over a period of approximately 3 -5 years. Modernization will be completed unit for unit. Floors 1 through 4 were completed and turned back over to AHA for occupancy. This is a total of 33 units, all of which are now occupied.

Hal Powell (GA0010009): None

Jennings Homes (GA00100010): None

M.M. Scott (GA0010012): None

Barton Village (GA0010014): None

Overlook Apartments (GA0010016): None

Powell Pointe (GA0010000210): None

B.5 Fiscal Year Audit

The annual audit of the major programs was completed on December 11, 2025. There were no findings or recommendations included in the audit reports.

Administrative Services

Meeting Date: 11/24/26

2027 Annual Bid Award Recommendation – Procurement Department

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Department: Procurement Department

Presenter: Andy Penick

Caption: Motion to approve of the following annual bid item, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Bid item 27-066 Warehouse Supplies / Utilities Department, 27-053 Welding and Fabrication and 27-129 Landscape Maintenance Services / Engineering and Environmental Services Department. The recommendation for the award is for a one-year term with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties.

Background: Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code. The Annual Bid Item for consideration includes the following items:

Utilities Department:27-066 Warehouse Supplies – Budget $1,500,000.00

Recommend award to ET Industrial, Ferguson Waterworks and Fortiline waterworks.

Engineering and Environmental Services Department:

27-053 Welding and Fabrication Budget $36,000.00 recommend award to SectorOne.

27-129 Landscape Maintenance Services $40,000.00 recommend award to LEP Contracting.

Analysis: The Department may need to submit requisitions for the purchase of items that exceed the $25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54.

	Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.
Financial Impact:	User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility. The payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.
Alternatives:	Deny and require the user departments to follow the Procurement Code for acquiring quotes for the services needed.
Recommendation:	The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.
Funds are available in the following accounts:	User Department are responsible for the procurement of items within their 2027 proposed budget.
REVIEWED AND APPROVED BY:	N/A

UTILITIES DEPARTMENT

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

TO: Andy Penick, Director – Procurement
Nancy Williams – Contract Compliance Administrator
April Payne – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Michael Bryant, Project Manager
Everett Jennings, Warehouse Manager

SUBJECT: **Warehouse Supplies (Bid Item #27-066) Commission Approval**

Date: November 5, 2026

Augusta Utilities wishes to obtain full Commission approval for purchases made from the ITB 27-066 (Warehouse Supplies). This annual bid contains essential supplies to support MRO (Maintenance-Repairs-Operations) functions of the department.

Thank you for your assistance with this request.

Jess Thompson

Approved for Wes Byne 11/05/2026 11/05/2026

Wes Byne, P.E. – Director, Utilities Department **Date**

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Bid Item #27-066
Warehouse Supplies - Annual Contract
for Augusta Georgia - Utilities Department
Bid Date: Thursday, October 22, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
Demandstar notifications: 19
Demandstar download: 7
Georgia Procurement Registry: 0
Total packages submitted: 3
Total Noncompliant: 0

Vendors:	ET Industrial Supply Company Inc. 3208-B Mike Padgett Highway Augusta, GA 30906	Ferguson Water Works 1824 Barton Chapel Road Augusta, GA 30909	Fortiline Water Works 1628 Barton Chapel Augusta, GA 30909
Exhibit A	YES	YES	YES
Exhibit B	YES	YES	YES
Exhibit C	YES	YES	YES

Brass Fittings (NO LEAD)

Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1	100	2" Corporation Stop, CC X MIP	No bid	No bid	$277.00	$27,700.00	$295.19	$29,519.00
2	100	2" Corporation Stop, CC X FIP	No bid	No bid	$275.00	$27,500.00	$295.19	$29,519.00
3	600	3/4" Curb Stop Female X Female	No bid	No bid	$66.00	$39,600.00	$70.87	$42,522.00
4	600	3/4" Curb Stop Female X Compression (ex. AY McDonald 76102WQ | Ford B41-233W-Q-NL)	No bid	No bid	$49.00	$29,400.00	$52.77	$31,662.00
5	200	3/4" Curb Stop Compression X Compression	No bid	No bid	$84.00	$16,800.00	$90.44	$18,088.00
6	600	3/4" Angled Curb Stops	No bid	No bid	$55.10	$33,060.00	$58.79	$35,274.00
7	600	1" Curb Stop Female X Female	No bid	No bid	$101.80	$61,080.00	$108.62	$65,172.00

8	600	1" Curb Stop Female X Compression (ex. AY McDonald 76102WQ | Ford B41-233W-Q-NL)	No bid	No bid	$113.00	$67,800.00	$120.91	$72,546.00
9	200	1" Curb Stop Compression X Compression	No bid	No bid	$126.10	$25,220.00	$134.52	$26,904.00
10	600	1" Angled Curb Stops	No bid	No bid	$112.00	$67,200.00	$119.44	$71,664.00
11	200	3/4" Service Elbow Comp/MIP Thread L84-333/4"	No bid	No bid	$20.00	$4,000.00	$21.71	$4,342.00
12	200	1" Service Elbow Comp/MIP Thread L84-44 1" S	No bid	No bid	$34.00	$6,800.00	$36.15	$7,230.00
13	200	3/4" Copper to Iron Compression/Compression C84-33 G	No bid	No bid	$18.60	$3,720.00	$19.85	$3,970.00
14	200	1" Copper to Iron Compression C84-44 G	No bid	No bid	$22.00	$4,400.00	$23.51	$4,702.00
15	200	3/4" Copper to Copper Compression/Compression C44-33 G	No bid	No bid	$22.00	$4,400.00	$24.15	$4,830.00
16	200	1" Copper to Copper Compression/Compression C44-44 G.	No bid	No bid	$26.00	$5,200.00	$27.63	$5,526.00
17	100	1- 1/2" Ball Valve F x F B11-666	No bid	No bid	$205.00	$20,500.00	$216.66	$21,666.00
18	100	2" Ball Valve B11-777	No bid	No bid	$300.00	$30,000.00	$316.86	$31,686.00
19	500	Adapter, Meter, Brass 1" x 3/4"	No bid	No bid	$25.00	$12,500.00	$29.00	$14,500.00
20	500	Bushing, Brass 1" IPS x 3/4" IPS	No bid	No bid	$5.62	$2,810.00	$6.35	$3,175.00
21	100	3/4" Corp Stop, CC X Compression	No bid	No bid	$60.00	$6,000.00	$63.99	$6,399.00
22	100	1" Corp Stop, CC X Compression	No bid	No bid	$79.00	$7,900.00	$84.16	$8,416.00
23	75	3/4" x 4" Brass Nipple	No bid	No bid	$8.77	$657.75	$9.75	$731.25
24	75	3/4" x 6" Brass Nipple	No bid	No bid	$12.82	$961.50	$14.00	$1,050.00

25	75	1" PVC Female Adapter	No bid	No bid	$0.75	$56.25	$1.00	$75.00
26	75	1" x 4" Brass Nipple	No bid	No bid	$12.71	$953.25	$13.90	$1,042.50
27	75	1-1/4" x 4" Brass Nipple Pipe	No bid	No bid	$17.88	$1,341.00	$19.55	$1,466.25
28	75	1-1/4" x 6" Brass Nipple	No bid	No bid	$24.33	$1,824.75	$28.45	$2,133.75
29	75	1-1/2" x 4" Brass Nipple	No bid	No bid	$20.79	$1,559.25	$24.30	$1,822.50
30	75	1-1/2" x 6" Brass Nipple	No bid	No bid	$30.71	$2,303.25	$36.00	$2,700.00
31	75	2" x 4" Brass Nipple	No bid	No bid	$26.74	$2,005.50	$31.30	$2,347.50
32	75	2" x 6" Brass Nipple	No bid	No bid	$39.49	$2,961.75	$46.20	$3,465.00
33	75	3/4" Brass Nipple, Close	No bid	No bid	$4.06	$304.50	$4.75	$356.25
34	75	1" Brass Nipple, Close	No bid	No bid	$5.99	$449.25	$6.85	$513.75
35	75	1-1/4" Brass Nipple, Close	No bid	No bid	$8.88	$666.00	$10.35	$776.25
36	75	1-1/2" Brass Nipple, Close	No bid	No bid	$11.55	$866.25	$13.45	$1,008.75
37	75	2" Brass Nipple, Close	No bid	No bid	$17.59	$1,319.25	$19.20	$1,440.00
38	75	2" Brass Couplings	No bid	No bid	$29.93	$2,244.75	$31.65	$2,373.75
39	75	2" Brass 90-degree elbow	No bid	No bid	$34.72	$2,604.00	$36.70	$2,752.50
TOTAL			No bid	No bid	$2,383.93	$526,668.25	$2,564.16	$565,367.00
PVC Fittings (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
40	100	4" PVC Sewer Tee Wye Glue x Glue for SDR35 Pipe	No bid	No bid	$10.89	$1,089.00	$10.87	$1,087.00
41	100	4" PVC Sewer Threaded Clean Out Plug for SDR35 Pipe	No bid	No bid	$41.13	$4,113.00	$4.25	$425.00

42	100	4" PVC Sewer Female Adapter for SDR35 Pipe	No bid	No bid	$6.79	$679.00	$6.77	$677.00
42.1	200	6" PVC Sewer Tee Wye Glue x Glue for SDR35 Pipe	No bid	No bid	$74.82	$14,964.00	$75.00	$15,000.00
43	150	6" PVC Sewer Threaded Clean Out Plug for SDR35 Pipe	No bid	No bid	$20.75	$3,112.50	$20.69	$3,103.50
44	150	6" PVC Sewer Female Adapter for SDR35 Pipe	No bid	No bid	$32.09	$4,813.50	$31.98	$4,797.00
45	200	6" PVC Elbow 45 for SDR35 Pipe Glue x Glue	No bid	No bid	$20.35	$4,070.00	$20.28	$4,056.00
46	100	4" PVC Elbow 45 Glue x Spigot for SDR35 Pipe	No bid	No bid	$7.01	$701.00	$6.99	$699.00
47	100	6" PVC Elbow 22-1/2" Glue x Glue for SDR35 Pipe	No bid	No bid	$24.83	$2,483.00	$24.76	$2,476.00
48	100	4" PVC Elbow 45 Glue x Spigot for SDR35 Pipe	No bid	No bid	$7.01	$701.00	$6.99	$699.00
49	100	6" PVC Elbow 22-1/2" Glue x Glue for SDR35 Pipe	No bid	No bid	$24.83	$2,483.00	$24.76	$2,476.00
50	100	4" PVC Elbow 22-1/2" Glue x Glue for SDR35 Pipe	No bid	No bid	$5.68	$568.00	$5.75	$575.00
51	50	4" Backwater Valve (Sewer), PVC	No bid	No bid	$100.00	$5,000.00	$120.00	$6,000.00
52	50	6" Backwater Valve (Sewer), PVC	No bid	No bid	$475.00	$23,750.00	$454.00	$22,700.00
53	75	8" x 6" Sewer Tee Wye (glue type)	No bid	No bid	$83.36	$6,252.00	$83.10	$6,232.50
54	50	Flange Kit, Brass, 1-1/2"	No bid	No bid	$90.21	$4,510.50	NO bid	NO bid
55	50	Flange Kit, Brass, 2"	No bid	No bid	$96.48	$4,824.00	NO bid	NO bid
56	20	2"C87 -77-NL Cplg MIX x PJ PVC	No bid	No bid	$110.00	$2,200.00	$117.11	$2,342.20
57	20	2" C17 -77NL Cplg FIP XPJ (PVC)	No bid	No bid	$126.20	$2,524.00	$134.59	$2,691.80
58	20	2" C77-77NL Cplg PJ(PVC)	No bid	No bid	$165.79	$3,315.80	$176.77	$3,535.40

59	100	2" C84-77G- NL CTS GT X MIP	No bid	No bid	$87.90	$8,790.00	$93.76	$9,376.00
TOTAL			No bid	No bid	$1,611.12	$100,943.30	$1,418.42	$88,948.40
GALVANIZED FITTINGS, NIPPLE (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
60	100	3/4" X 2" Galv Nipple	No bid	No bid	$3.70	$370.00	$1.50	$150.00
61	100	2" Galv All thread Nipple	No bid	No bid	$10.20	$1,020.00	$5.00	$500.00
62	200	3/4" Galv Comp Coup (LS) Dresser	No bid	No bid	$12.25	$2,450.00	$14.00	$2,800.00
63	200	1" Galv Comp Coup (LS) Dresser	No bid	No bid	$16.00	$3,200.00	$18.00	$3,600.00
64	100	1-1/4" Galv Dresser Coupling	No bid	No bid	$20.00	$2,000.00	$23.00	$2,300.00
65	100	1-1/2" Galv Dresser Coupling	No bid	No bid	$22.00	$2,200.00	$25.00	$2,500.00
66	200	2" Galv Comp Coup (LS) Dresser	No bid	No bid	$34.00	$6,800.00	$38.00	$7,600.00
TOTAL			No bid	No bid	$118.15	$18,040.00	$124.50	$19,450.00
Meter Couplings, Washers								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
67	2000	3/4" Meter Coupling (5680 Hayes or Equal)	No Bid	No Bid	$8.00	$16,000.00	$8.00	$16,000.00
68	400	1" Meter Coupling (5680 Hayes or Equal)	No Bid	No Bid	$11.50	$4,600.00	$12.00	$4,800.00
TOTAL			No Bid	No Bid	$19.50	$20,600.00	$20.00	$20,800.00
Manhole Cover and Rings (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price

69	20	23-3/4" Locking Ring and Cover (Bolt Down)	No Bid	No Bid	$499.00	$9,980.00	$390.00	$7,800.00
70	50	23-3/4" Manhole Lids (Cover only) Bolt Down	No Bid	No Bid	$183.40	$9,170.00	$270.00	$13,500.00
71	20	23-3/4" Manhole ring and cover (Non-locking)	No Bid	No Bid	$377.25	$7,545.00	$351.00	$7,020.00
72	50	23-3/4" Manhole Lids (Cover only) Non-locking	No Bid	No Bid	$155.45	$7,772.50	$162.00	$8,100.00
73	60	1" Manhole Ring Riser 24"	No Bid	No Bid	$53.00	$3,180.00	$61.00	$3,660.00
74	30	6" Cement Grade Ring	No Bid	No Bid	$100.00	$3,000.00	$90.00	$2,700.00
TOTAL			No bid	No bid	$1,368.10	$40,647.50	$1,324.00	$42,780.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
75	30	4" Cement Grade Ring	No Bid	No Bid	$87.20	$2,616.00	$75.00	$2,250.00
76	30	2" Cement Grade Ring	No Bid	No Bid	$75.00	$2,250.00	$65.00	$1,950.00
77	15	1" x 23 ¾" Adjustable Ring	No Bid	No Bid	$100.00	$1,500.00	No bid	No bid
78	15	2" x 23 ¾" Adjustable Ring	No Bid	No Bid	$125.00	$1,875.00	No bid	No bid
TOTAL			No bid	No bid	$387.20	$8,241.00	$140.00	$4,200.00
Fernco Coupling & Max Adaptors (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
79	100	Fernco Coupling, 4" Clay x 4" PVC	No Bid	No Bid	$5.81	$581.00	$7.00	$700.00
80	100	Fernco Coupling, 4" Concrete to 4" PVC	No Bid	No Bid	$6.27	$627.00	$8.75	$875.00
81	100	Fernco Coupling, 4" PVC to 4" PVC	No Bid	No Bid	$5.81	$581.00	$6.75	$675.00
82	100	Fernco Coupling, 6" Clay x 6" PVC	No Bid	No Bid	$12.41	$1,241.00	$17.00	$1,700.00

83	100	Fernco Coupling, 6" Concrete x 6" PVC	No Bid	No Bid	$13.73	$1,373.00	$18.75	$1,875.00
84	100	Fernco Coupling, 6" PVC x 6" PVC	No Bid	No Bid	$12.41	$124.00	$15.50	$1,550.00
85	100	Fernco Coupling, 8" Clay x 8" PVC	No Bid	No Bid	$19.09	$1,909.00	$23.00	$2,300.00
86	100	Fernco Coupling, 8" Concrete x 8" PVC	No Bid	No Bid	$20.60	$2,060.00	$27.00	$2,700.00
87	100	Fernco Coupling, 8" PVC x 8" PVC	No Bid	No Bid	$19.09	$1,909.00	$18.50	$1,850.00
88	100	Fernco Coupling, 10" Clay x 10" PVC	No Bid	No Bid	$28.67	$2,867.00	$32.75	$3,275.00
89	100	Fernco Coupling, 10" Concrete x 10" PVC	No Bid	No Bid	$28.67	$2,867.00	$66.00	$6,600.00
90	100	Fernco Coupling, 10" PVC x 10" PVC	No Bid	No Bid	$28.67	$2,867.00	$27.00	$2,700.00
91	100	Fernco Coupling, 12" Clay x 12" PVC	No Bid	No Bid	$33.46	$3,346.00	$46.50	$4,650.00
92	100	Fernco Coupling, 12" Concrete x 12" PVC	No Bid	No bid	$33.46	$3,346.00	$109.00	$10,900.00
93	100	Fernco Coupling, 12" PVC x 12" PVC	No Bid	No bid	$33.46	$3,346.00	$35.50	$3,550.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
94	100	Fernco Coupling, 6" Clay x 4" PVC	No Bid	No bid	$14.58	$1,458.00	$16.00	$1,600.00
95	75	Fernco Coupling, 6" PVC x 4" PVC	No Bid	No bid	$14.58	$1,093.50	$14.25	$1,068.75
96	200	Fernco Coupling, 8" PVC x 6" PVC	No Bid	No bid	$23.06	$4,612.00	$19.75	$3,950.00
97	100	Fernco Coupling, 8" Concrete x 6" PVC	No Bid	No bid	$25.34	$2,534.00	$63.00	$6,300.00
98	100	Fernco Coupling, 8" Clay x 6" PVC	No Bid	No bid	$23.06	$2,306.00	$31.00	$3,100.00
99	120	4" Max Adaptor	No Bid	No bid	$87.40	$10,488.00	$95.00	$11,400.00
100	100	6" Max Adaptor	No Bid	No bid	$130.19	$13,019.00	$140.00	$14,000.00

101	100	8" Max Adaptor	No Bid	No bid	$171.45	$17,145.00	$185.00	$18,500.00
102	100	10" Max Adaptor	No Bid	No bid	$214.24	$21,424.00	$232.00	$23,200.00
103	100	12" Max Adaptor	No Bid	No bid	$257.02	$25,702.00	$278.00	$27,800.00
104	100	6" Max Adaptor OS 6.27-8.10 OD	No Bid	No bid	$150.80	$15,080.00	$163.00	$16,300.00
TOTAL			No Bid	No bid	$1,413.33	$143,905.50	$1,696.00	$173,118.75
Sewer Saddles								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
105	100	4" Sewer Saddle, Flexible	No bid	No bid	$50.00	$5,000.00	$55.00	$5,500.00
106	150	6" Sewer Saddle, Flexible		No bid	$65.00	$9,750.00	$69.00	$10,350.00
TOTAL			No bid	No bid	$115.00	$14,750.00	$124.00	$15,850.00
Join/Restrain Couplings (Hymax/Smith-Blair) (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**UNIT COST**	**Extended Price**	**UNIT COST**	**Extended Price**	**UNIT COST**	
107	150	2" Hymax Coupling (210/303) HC	No Bid	No bid	$152.99	$22,948.50	$156.22	$23,433.00
108	50	3" Hymax Coupling (346/433) HC	No Bid	No bid	$201.81	$10,090.50	$206.07	$10,303.50
109	20	4" Hymax Coupling (425/563) HC	No Bid	No bid	$258.60	$5,172.00	$264.05	$5,281.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
110	100	6" Hymax Coupling (642/768) HC	No Bid	No bid	$342.49	$34,249.00	$349.70	$34,970.00
111	100	8" Hymax Coupling (854/984) HC	No Bid	No bid	$386.67	$38,667.00	$394.82	$39,482.00

112	40	10" Hymax Coupling (1096/1226) HC	No Bid	No bid	$525.95	$21,038.00	$537.03	$21,481.20
113	40	12" Hymax Coupling (1315/1441) HC	No Bid	No bid	$702.04	$28,081.60	$717.19	$28,687.60
114	100	6" Hymax Grip Coupling (650/720) HC	No Bid	No bid	$462.04	$46,204.00	$471.77	$47,177.00
115	100	8" Hymax Grip Coupling (850/940) HC	No Bid	No bid	$596.76	$59,676.00	$609.33	$60,933.00
116	50	6" x 8" Hymax Restrained (Grip Reducer) Coupling	No Bid	No bid	$971.88	$48,594.00	$818.43	$40,921.50
117	50	6" x 8" Smith-Blair Restrained Coupling	No Bid	No bid	$1,050.00	$52,500.00	No bid	No bid
TOTAL			No Bid	No bid	$5,037.83	$329,009.60	$3,898.27	$273,652.30
Valve Boxes and Tops (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
118	296	6" Concrete Valve Box Pad	No Bid	No bid	$17.00	$5,032.00	$21.50	$6,364.00
119	100	1" Valve Box Riser	No Bid	No bid	$19.00	$1,900.00	$22.00	$2,200.00
120	100	1- 1/2" Valve Box Riser	No Bid	No bid	$24.00	$2,400.00	$27.00	$2,700.00
121	100	2" Valve Box Riser	No Bid	No bid	$25.00	$2,500.00	$27.00	$2,700.00
122	50	3" Valve Box Riser	No Bid	No bid	$33.00	$1,650.00	$37.00	$1,850.00
123	50	4" Valve Box Riser	No Bid	No bid	$37.00	$1,850.00	$43.00	$2,150.00
124	25	Valve Box complete (with top), screw down, 24"x36"	No Bid	No bid	$95.00	$2,375.00	$103.00	$2,575.00
125	25	Valve Box complete (with top), adjustable, screw down, 36"-48"	No Bid	No bid	$155.00	$3,875.00	$119.00	$2,975.00

126	3000	Meter Box Top, Poly, Oval, Standard (10x19) with read hole (AMR), "Heavy Duty" rated (Nicor - Read Rite), BLUE OR BLACK, NO tab	No Bid	No bid	$33.00	$99,000.00	$34.00	$102,000.00
127	500	Meter Box Top, Poly, Oval, Standard (10x19) without read hole (Flat), "Heavy Duty" rated (Nicor - Read Rite), BLUE OR BLACK, NO tab	No Bid	No bid	$33.00	$16,500.00	$34.00	$17,000.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
128	3000	Meter Box Top, Poly, Rectangle, Standard with read hole (AMR), "Heavy Duty" rated (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$61,500.00	$24.00	$72,000.00
129	500	Meter Box Top, Poly, Rectangle, Standard without read hole (Flat), "Heavy Duty" rated (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$10,250.00	$24.00	$12,000.00
130	5000	Meter Box Top, Poly, Rectangle, Standard with read hole (AMR), "Light Duty" rated with locating disc (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$102,500.00	$22.00	$110,000.00
131	500	Meter Box Top, Poly, Rectangle, Standard without read hole (Flat), "Light Duty" rated with locating disc (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$10,250.00	$22.00	$11,000.00
132	1000	Meter Box, poly, rectangular, standard, Rhino-brand model MB-16L OR NDS-brand model D1200-B/O (must specify which)	No Bid	No bid	$18.00	$18,000.00	$20.00	$20,000.00

133	200	Meter Box, rectangular, extension, 6", NDS-brand model D600E-EXT	No Bid	No bid	$12.00	$2,400.00	$16.00	$3,200.00
TOTAL			No Bid	No bid	$583.00	$341,982.00	$595.50	$370,714.00
Repair Bands (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
134	50	Repair Band/Clamp, ½" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$22.00	$1,100.00	$22.28	$1,114.00
135	100	Repair Band/Clamp, ¾" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$22.00	$2,200.00	$22.72	$2,272.00
136	50	Repair Band/Clamp, 1" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$23.00	$1,150.00	$23.68	$1,184.00
137	75	Repair Band/Clamp, 2" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$26.00	$1,950.00	$27.58	$2,068.50
138	50	Repair Band/Clamp, ½" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$46.00	$2,300.00	$47.78	$2,389.00
139	50	Repair Band/Clamp, ¾" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$47.00	$2,350.00	$47.90	$2,395.00
140	100	Repair Band/Clamp, 1" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$48.00	$4,800.00	$48.15	$4,815.00
TOTAL			No Bid	No bid	$234.00	$15,850.00	$240.09	$16,237.50
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price

141	**100**	Repair Band/Clamp, 2" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$49.00	$4,900.00	$51.23	$5,123.00
142	**100**	Repair Band/Clamp, 1/2" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$22.00	$2,200.00	$22.44	$2,244.00
143	**100**	Repair Band/Clamp, 1/2" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$47.00	$4,700.00	$47.78	$4,778.00
144	**100**	Repair Band/Clamp, 1" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$23.00	$2,300.00	$24.00	$2,400.00
145	**100**	Repair Band/Clamp, 1" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$47.00	$4,700.00	$48.40	$4,840.00
146	**100**	Repair Band/Clamp, 1-1/2" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$24.00	$2,400.00	$28.00	$2,800.00
147	**100**	Repair Band/Clamp, 1-1/2" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$48.00	$4,800.00	$49.93	$4,993.00
148	**100**	Repair Band/Clamp, 1-1/4" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$24.00	$2,400.00	$27.90	$2,790.00
149	**100**	Repair Band/Clamp, 1-1/4" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$48.00	$4,800.00	$48.99	$4,899.00
150	**100**	Repair Band/Clamp, 2" x 15" (235-263) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$105.00	$10,500.00	$108.07	$10,807.00

151	**100**	Repair Band/Clamp, 3" x 15" (346-370) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$122.00	$12,200.00	$124.10	$12,410.00
152	**100**	Repair Band/Clamp, 6" x 15" (684-724) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$155.00	$15,500.00	$156.85	$15,685.00
153	**100**	Repair Band/Clamp, 6" x 15" (656-696) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$145.00	$14,500.00	$149.70	$14,970.00
154	**100**	Repair Band/Clamp, 6" x 15" (705-745) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$155.00	$15,500.00	$158.89	$15,889.00
155	**100**	Repair Band/Clamp, 6" x 15" (684-764) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$225.00	$22,500.00	$226.18	$22,618.00
156	**75**	Repair Band/Clamp, 8" x 15" (898-936) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$190.00	$14,250.00	$192.62	$14,446.50
157	**75**	Repair Band/Clamp, 8" x 15" (970-1010) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$217.40	$16,305.00	$219.62	$16,471.50
158	**75**	Repair Band/Clamp, 8" x 15" (854-894) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$184.80	$13,860.00	$187.00	$14,025.00
159	**75**	Repair Band/Clamp, 8" x 15" (899-979) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$249.00	$18,675.00	$257.20	$19,290.00
160	**10**	Repair Band/Clamp, 8" X 12-1/2" (899-939), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$159.70	$1,597.00	$161.65	$1,616.50

161	**10**	Repair Band/Clamp, 8" X 15" (970-1010), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$217.40	$2,174.00	$219.62	$2,196.20
162	**20**	Repair Band/Clamp, 8" X 7-1/2" (933-971), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$102.10	$2,042.00	$104.00	$2,080.00
163	**20**	Repair Band/Clamp, 8" X 15" (899-979), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$249.00	$4,980.00	$257.20	$5,144.00
164	**20**	Repair Band/Clamp, 8" X 12-1/2" (854-894), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$155.00	$3,100.00	$156.86	$3,137.20
165	**20**	Repair Band/Clamp, 10" X 15" (1110-1190), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$322.00	$6,440.00	$333.95	$6,679.00
166	**20**	Repair Band/Clamp, 10" X 15" (1104-1144), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$235.00	$4,700.00	$240.53	$4,810.60
167	**20**	Repair Band/Clamp, 10" X 15" (1134-1174), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$240.00	$4,800.00	$245.78	$4,915.60
168	**20**	Repair Band/Clamp, 12" X 15" (1400-1440), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$285.00	$5,700.00	$290.20	$5,804.00
169	**20**	Repair Band/Clamp, 12" X 15" (1370-1410), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$280.00	$5,600.00	$286.50	$5,730.00
170	**20**	Repair Band/Clamp, 12" X 15" (1340-1380), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$275.00	$5,500.00	$281.05	$5,621.00

171	20	Repair Band/Clamp, 16"X15" (1715-1790), Smith-Blair 228 Full Circle Repair Clamp DI Lug or equal* IPS	No Bid	No bid	$555.00	$11,100.00	$575.33	$11,506.60
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
172	20	Repair Band/Clamp, 18"X15" (1923-1998), Smith-Blair 228 Full Circle Repair	No Bid	No bid	$585.00	$11,700.00	$607.00	$12,140.00
TOTAL			No Bid	No bid	$5,740.40	$256,423.00	$5,888.57	$262,859.70
M.J. Valves - Open Left (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
173	40	6" M.J. Valve w/acc Open Left	No Bid	No bid	$890.00	$35,600.00	$908.00	$36,320.00
174	20	8" M. J. Valve w/acc Open Left	No Bid	No bid	$1,418.00	$28,360.00	$1,447.00	$28,940.00
175	40	2" Iron Body Valve w/2" Female Thread	No Bid	No bid	$424.00	$16,960.00	$445.00	$17,800.00
176	10	4" M.J. Valve w/acc (Open Right)	No Bid	No bid	$697.00	$6,970.00	$713.00	$7,130.00
177	40	6" M.J. Valve w/acc (Open Right)	No Bid	No bid	$890.00	$35,600.00	$908.00	$36,320.00
178	20	8" M.J. Valve w/acc (Open Right)	No Bid	No bid	$1,418.00	$28,360.00	$1,447.00	$28,940.00
179	20	10" M.J. Valve w/acc (Open Left)	No Bid	No bid	$2,207.00	$44,140.00	$2,255.00	$45,100.00
180	20	10" M. J. Valve w/acc (Open Right)	No Bid	No bid	$2,207.00	$44,140.00	$2,255.00	$45,100.00
181	10	12" M.J. Valve w/acc (Open Left)	No Bid	No bid	$2,794.00	$27,940.00	$2,853.00	$28,530.00
182	10	12" M. J. Valve w/acc (Open Right)	No Bid	No bid	$2,794.00	$27,940.00	$2,853.00	$28,530.00
183	4	16" M.J. Valve w/acc and gearing (Open Right)	No Bid	No bid	$9,542.00	$38,168.00	$9,472.00	$37,888.00

184	4	16" M.J. Valve w/acc (Open Left)	No Bid	No bid	$8,485.00	$33,940.00	$8,529.00	$34,116.00
TOTAL			No Bid	No bid	$33,766.00	$368,118.00	$34,085.00	$374,714.00
Tapping Saddles (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
185	30	2" x 1" CC Tapping Saddle (235-256) Double Strap 313	No Bid	No bid	$22.00	$660.00	$22.00	$660.00
186	20	4" x 1" CC Tapping Saddle (474-563) Double Strap	No Bid	No bid	$39.65	$793.00	$40.00	$800.00
187	50	6" x 1" CC Tapping Saddle (684-760) Double Strap	No Bid	No bid	$44.35	$2,217.50	$43.86	$2,193.00
188	50	6" x 1" CC Tapping Saddle (594-690) Double Strap	No Bid	No bid	$43.15	$2,157.50	$42.66	$2,133.00
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**				
189	50	6" x 2" CC Tapping Saddle (663-690) Double Strap	No Bid	No bid	$51.25	$2,562.50	$50.67	$2,533.50
190	30	6" x 2" CC Tapping Saddle (687-760) Double Strap 313	No Bid	No bid	$52.50	$1,575.00	$51.84	$1,555.20
191	24	8" x 1" CC Tapping Saddle (796-872) Double Strap 313	No Bid	No bid	$52.15	$1,251.60	$52.00	$1,248.00
192	12	8" x 2" CC Tapping Saddle (854-1010) Double Strap	No Bid	No bid	$62.90	$754.80	$63.00	$756.00
193	36	8" x 1" CC Tapping Saddle (854-1010) Double Strap	No Bid	No bid	$56.35	$2,028.60	$56.00	$2,016.00
194	12	10" x 2" CC Tapping Saddle (1061-1212) Double Strap	No Bid	No bid	$74.80	$897.60	$74.00	$888.00
195	12	10"x 1" CC Tapping Saddle (1064-1212) Double Strap	No Bid	No bid	$63.90	$766.80	$64.00	$768.00

196	12	12 x 1" CC Tapping Saddle (1262-1432) Double Strap	No Bid	No bid	$64.35	$772.20	$64.35	$772.20
TOTAL			No Bid	No bid	$478.20	$10,609.10	$475.86	$10,536.90
Pipe: Galvanized, PVC and Copper Tubing (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
197	1000	4" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$1.82	$1,820.00	$3.00	$3,000.00
198	3000	6" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$4.13	$12,390.00	$6.00	$18,000.00
199	2000	8" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$7.49	$14,980.00	$10.00	$20,000.00
200	2000	10" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$11.67	$23,340.00	$15.50	$31,000.00
201	1200	12" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$18.78	$22,536.00	$22.00	$26,400.00
201	600	6" DIP Class 350 Water Pipe	No Bid	No bid	$29.00	$17,400.00	$31.00	$18,600.00
201	300	8" DIP Class 350 Water Pipe	No Bid	No bid	$38.00	$11,400.00	$41.00	$12,300.00
201	100	10" DIP Class 350 Water Pipe	No Bid	No bid	$45.00	$4,500.00	$49.00	$4,900.00
201	100	12" DIP Class 350 Water Pipe	No Bid	No bid	$58.00	$5,800.00	$63.00	$6,300.00
202	200	16" DIP Class 350 Water Pipe	No Bid	No bid	$94.00	$18,800.00	$103.00	$20,600.00
203	200	20" DIP Class 350 - Water	No Bid	No bid	$130.00	$26,000.00	$142.00	$28,400.00
204	1000	4" C900 DR14 Water Pipe	No Bid	No bid	$5.72	$5,720.00	$6.50	$6,500.00
205	2000	6" C900 DR14 Water Pipe	No Bid	No bid	$11.46	$22,920.00	$12.75	$25,500.00
206	2000	8" C900 DR14 Water Pipe	No Bid	No bid	$19.71	$39,420.00	$22.00	$44,000.00
207	1000	10" C900 DR14 Water Pipe	No Bid	No bid	$30.03	$30,030.00	$33.50	$33,500.00
208	1000	12" C900 DR14 Water Pipe	No Bid	No bid	$42.46	$42,460.00	$47.00	$47,000.00
209	200	16" C900 DR14 Water Pipe	No Bid	No bid	$62.00	$12,400.00	$63.50	$12,700.00

210	200	20" C900 DR14 Water Pipe	No bid	No bid	$97.64	$19,528.00	$106.00	$21,200.00
211	2000	2" HDPE IPS DR9 Poly pipe roll - 300'	No bid	No bid	$1.89	$3,780.00	$2.40	$4,800.00
TOTAL			No bid	No bid	$708.80	$335,224.00	$779.15	$384,700.00
Tools & Miscellaneous Parts (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
212	50	Square Point Open Back Blade 48" Fiberglass Handle (Razor Back Brand or like quality)	$42.72	$2,136.00	$37.00	$1,850.00	No Bid	No Bid
213	50	Round Point Open Back Blade 48" Fiberglass Handle (Razor Back Brand or like quality)	$39.53	$1,976.50	$37.00	$1,850.00	No Bid	No Bid
214	20	Fiberglass Closed Back Drain Spade Long Handle #47-602 (Razor Back Brand or	$81.45	$1,629.00	$61.00	$1,220.00	No Bid	No Bid
215	20	Fiberglass Handle Forged Bow Rake #63-184 (Razor Back Brand or like quality)	$46.07	$921.40	$41.00	$820.00	No Bid	No Bid
216	40	36" Manhole Hooks (Red)	$50.25	$2,010.00	$35.00	$1,400.00	$39.00	$1,560.00
217	12	Wooden Oak Handle Bush Axe (Razor Back Brand or like quality)	$58.00	$696.00	$49.00	$588.00	No bid	No bid
218	50	3/4" pressure Reducing Valve (PRV) Watts or equal	No Bid	No bid	$133.00	$6,650.00	$149.00	$7,450.00
219	48	1" pressure Reducing Valve (PRV) Watts or equal	No Bid	No bid	$185.00	$8,880.00	$208.00	$9,984.00
220	20	3/4" Gate Valve (Hand) Brass	No Bid	No bid	$14.00	$280.00	$19.50	$390.00
221	20	1" Gate Valve (Hand) Brass	No Bid	No bid	$16.00	$320.00	$29.00	$580.00
222	20	2" Gate Valve (Hand) Brass	No Bid	No bid	$52.00	$1,040.00	$69.75	$1,395.00

223	25	"Mighty Probe" Probing Rod, T-handle, 48" length	No Bid	No bid	$78.00	$1,950.00	$87.00	$2,175.00
TOTAL			No Bid	No bid	$738.00	$26,848.00	$601.25	$23,534.00
M.J. ELBOWS AND TEE'S (FUSION BONDED (AWWA C116) EPOXY COATED FOR WATER PIPE) (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
224	4	6" M.J. Elbow 22-1/2 degree	No Bid	No bid	$117.00	$468.00	$145.00	$580.00
225	10	6" M.J. Elbows 45 degree	No Bid	No bid	$128.70	$1,287.00	$158.00	$1,580.00
226	8	6" M.J. Elbow 90 degree	No Bid	No bid	$159.25	$1,274.00	$195.00	$1,560.00
227	6	8" M.J. Elbows 22-1/2 degree	No Bid	No bid	$182.65	$1,095.90	$225.00	$1,350.00
228	6	8" M.J. Elbows 45 degree	No Bid	No bid	$187.85	$1,127.10	$331.00	$1,986.00
229	6	8" M.J. Elbows 90 degree	No Bid	No bid	$228.80	$1,372.80	$281.00	$1,686.00
230	6	10" M.J. Elbow 45 degree	No Bid	No bid	$269.75	$1,618.50	$330.00	$1,980.00
231	6	10" M.J. Elbow 90 degree	No Bid	No bid	$362.05	$2,172.30	$443.00	$2,658.00
232	10	6" x 6" x 6" M.J. Tee	No Bid	No bid	$227.50	$2,275.00	$278.00	$2,780.00
233	5	8" x 8" x 8" M.J. Tee	No Bid	No bid	$340.60	$1,703.00	$417.00	$2,085.00
TOTAL			No Bid	No bid	$2,204.15	$14,393.60	$2,803.00	$18,245.00
Mega Lug for DI and PVC Pipe (Smith-Blair) (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
234	25	3" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$50.95	$1,273.75	$48.00	$1,200.00
235	25	3" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$43.65	$1,091.25	$41.15	$1,028.75

236	25	4" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$54.60	$1,365.00	$51.43	$1,285.75
237	25	4" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$47.30	$1,182.50	$44.58	$1,114.50
238	25	6" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$68.25	$1,706.25	$64.29	$1,607.25
239	25	6" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$58.70	$1,467.50	$55.29	$1,382.25
240	25	8" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$91.90	$2,297.50	$86.58	$2,164.50
241	25	8" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$80.05	$2,001.25	$75.43	$1,885.75
242	25	12" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$167.90	$4,197.50	$158.15	$3,953.75
243	25	12" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$152.40	$3,810.00	$143.58	$3,589.50
244	5	16" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$346.25	$1,731.25	$326.15	$1,630.75
245	5	16" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$273.45	$1,367.25	$257.58	$1,287.90
246	5	20" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$450.90	$2,254.50	$424.72	$2,123.60
247	5	20" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$514.15	$2,570.75	$484.29	$2,421.45
TOTAL			No Bid	No bid	$2,400.45	$28,316.25	$2,261.22	$26,675.70
Fire Hydrants (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
248	5	M&H 5-1/4" Fire Hydrant Ext 6" 6-bolt	No Bid	No bid	$439.80	$2,199.00	$447.00	$2,235.00
249	10	M&H 5-1/4" Fire Hydrant Ext 6" 8-bolt	No Bid	No bid	$439.80	$4,398.00	$447.00	$4,470.00

250	5	M&H 5-1/4" Fire Hydrant Ext 12" 6-bolt	No Bid	No bid	$513.57	$2,567.85	$510.00	$2,550.00
251	10	M&H 5-1/4" Fire Hydrant Ext 12" 8-bolt	No Bid	No bid	$513.57	$5,135.70	$510.00	$5,100.00
252	5	M&H 5-1/4" Fire Hydrant Ext 18" 6-bolt	No Bid	No bid	$597.78	$2,988.90	$584.00	$2,920.00
253	10	M&H 5-1/4" Fire Hydrant Ext 18" 8-bolt	No Bid	No bid	$633.15	$6,331.50	$584.00	$5,840.00
254	5	M&H 5-1/4" Fire Hydrant Ext 24" 6-bolt	No Bid	No bid	$633.15	$3,165.75	$648.00	$3,240.00
255	10	M&H 5-1/4" Fire Hydrant Ext 24" 8-bolt	No Bid	No bid	$434.00	$4,340.00	$648.00	$6,480.00
256	5	Mueller 5-1/4" Fire Hydrant Ext 6" 6-bolt	No Bid	No bid	$434.00	$2,170.00	$469.00	$2,345.00
257	10	Mueller 5-1/4" Fire Hydrant Ext 6" 8-bolt	No Bid	No bid	$458.00	$4,580.00	$469.00	$4,690.00
258	5	Mueller 5-1/4" Fire Hydrant Ext 12" 6-bolt	No Bid	No bid	$458.00	$2,290.00	$552.00	$2,760.00
259	10	Mueller 5-1/4" Fire Hydrant Ext 12" 8-bolt	No Bid	No bid	$458.00	$4,580.00	$552.00	$5,520.00
260	5	Mueller 5-1/4" Fire Hydrant Ext 18" 6-bolt	No Bid	No bid	$548.57	$2,742.85	$625.00	$3,125.00
261	10	Mueller 5-1/4" Fire Hydrant Ext 18" 8-bolt	No Bid	No bid	$548.57	$5,485.70	$625.00	$6,250.00
262	5	Mueller 5-1/4" Fire Hydrant Ext 24" 6-bolt	No Bid	No bid	$654.93	$3,274.65	$706.00	$3,530.00
263	10	Mueller 5-1/4" Fire Hydrant Ext 24" 8-bolt	No Bid	No bid	$654.93	$6,549.30	$706.00	$7,060.00
264	5	American Darling 5-1/4" Fire Hydrant Ext 6" 6-bolt	No Bid	No bid	$531.30	$2,656.50	$361.00	$1,805.00
265	10	American Darling 5-1/4" Fire Hydrant Ext 6" 8-bolt	No Bid	No bid	$531.30	$5,313.00	$361.00	$3,610.00
266	5	American Darling 5-1/4" Fire Hydrant Ext 12" 6-bolt	No Bid	No bid	$620.60	$3,103.00	$420.00	$2,100.00

267	**10**	American Darling 5-1/4" Fire Hydrant Ext 12" 8-bolt	No Bid	No bid	$620.60	$6,206.00	$420.00	$4,200.00
268	**5**	American Darling 5-1/4" Fire Hydrant Ext 18" 6-bolt	No Bid	No bid	$706.50	$3,532.50	$480.00	$2,400.00
269	**10**	American Darling 5-1/4" Fire Hydrant Ext 18" 8-bolt	No Bid	No bid	$706.50	$7,065.00	$480.00	$4,800.00
270	**5**	American Darling 5-1/4" Fire Hydrant Ext 24" 6-bolt	No Bid	No bid	$797.50	$3,987.50	$540.00	$2,700.00
271	**10**	American Darling 5-1/4" Fire Hydrant Ext 24" 8-bolt	No Bid	No bid	$797.50	$7,975.00	$540.00	$5,400.00
272	**20**	Safety Flange Kit - M&H 5-1/4" Fire Hydrant 6-bolt	No Bid	No bid	$198.94	$3,978.80	$187.00	$3,740.00
273	**10**	Safety Flange Kit - M&H 5-1/4" Fire Hydrant 8-bolt	No Bid	No bid	$198.94	$1,989.40	$245.00	$2,450.00
274	**10**	Safety Flange Kit - M&H 4-1/2" Fire Hydrant	No Bid	No bid	$175.71	$1,757.10	$245.00	$2,450.00
275	**10**	Safety Flange Kit - Mueller 5-1/4" Fire Hydrant 6-bolt	No Bid	No bid	$163.75	$1,637.50	$235.00	$2,350.00
276	**20**	Safety Flange Kit - Mueller 5-1/4" Fire Hydrant 8-bolt	No Bid	No bid	$163.75	$3,275.00	$235.00	$4,700.00
277	**10**	Safety Flange Kit - Mueller 4-1/2" Fire Hydrant	No Bid	No bid	$160.71	$1,607.10	$224.00	$2,240.00
278	**10**	Safety Flange kit - American Darling	No Bid	No bid	$377.60	$3,776.00	$192.00	$1,920.00
279	**5**	Mueller 4-1/2" Fire Hydrant Ext 12"	No Bid	No bid	$436.61	$2,183.05	$497.00	$2,485.00
280	**5**	M&H 4-1/2" Fire Hydrant Ext 12"	No Bid	No bid	$462.71	$2,313.55	$484.00	$2,420.00
281	**5**	American Darling 4-1/2" Fire Hydrant Ext 12"	No Bid	No bid	$620.60	$3,103.00	$420.00	$2,100.00
282	**10**	5-1/4" x 36" Bury Fire Hydrant - Mueller - Super Centurion 250	No Bid	No bid	$3,080.00	$30,800.00	$2,796.00	$27,960.00
283	**10**	5-1/4" x 36" Bury Fire Hydrant - M&H - A129	No Bid	No bid	$3,125.00	$31,250.00	$2,925.00	$29,250.00

Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
284	10	5-1/4" x 36" Bury Fire Hydrant - American Darling - B-84-B	No Bid	No bid	$2,700.00	$27,000.00	No bid	No bid
285	25	5-1/4" x 48" Bury Fire Hydrant - Mueller - Super Centurion 250	No Bid	No bid	$3,150.00	$78,750.00	$2,862.00	$71,550.00
286	25	5-1/4" x 48" Bury Fire Hydrant - M&H - A129	No Bid	No bid	$3,175.00	$79,375.00	$3,050.00	$76,250.00
287	25	5-1/4" x 48" Bury Fire Hydrant - American Darling - B-84-B	No Bid	No bid	$2,800.00	$70,000.00	No bid	No bid
288	5	5-1/4" x 72" Bury Fire Hydrant - M&H - A129	No Bid	No bid	$3,300.00	$16,500.00	$3,350.00	$16,750.00
289	5	5-1/4" x 72" Bury Fire Hydrant - Mueller - Super Centurion 250	No Bid	No bid	$3,445.00	$17,225.00	$3,128.00	$15,640.00
290	5	5-1/4" x 72" Bury Fire Hydrant - American Darling - B-84-B	No Bid	No bid	$3,000.00	$15,000.00	No bid	No bid
291	5	2-1/4" Post Fire Hydrant - M&H	No Bid	No bid	$1,375.00	$6,875.00	$1,750.00	$8,750.00
TOTAL			No Bid	No bid	$45,840.94	$501,033.20	$35,509.00	$368,135.00
BACKFLOW DEVICES (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
292	5	Watts 1" Double Check Valve Assembly	No Bid	No bid	$235.00	$1,175.00	$254.00	$1,270.00
293	5	Watts 1-1/2" Double Check Valve Assembly	No Bid	No bid	$498.00	$2,490.00	$556.00	$2,780.00
294	5	Watts 2" Double Check Valve Assembly	No Bid	No bid	$595.00	$2,975.00	$680.00	$3,400.00
295	5	Watts 1" Reduce Pressure Zone Assembly	No Bid	No bid	$355.00	$1,775.00	$425.00	$2,125.00

296	5	Watts 1-1/2" Reduce Pressure Zone Assembly	No Bid	No bid	$655.00	$3,275.00	$800.00	$4,000.00
297	5	Watts 2" Reduce Pressure Zone Assembly	No Bid	No bid	$725.00	$3,625.00	$860.00	$4,300.00
298	5	Watts 3" Reduce Pressure Zone Assembly	No Bid	No bid	$2,875.00	$14,375.00	$3,405.00	$17,025.00
TOTAL			No Bid	No bid	$5,938.00	$29,690.00	$6,980.00	$34,900.00
Additional Items (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
299	1000	Aquaphalt-brand 6.0 asphalt cold patch, 50 lb. pail	No Bid	No bid	$39.50	$39,500.00	$40.00	$40,000.00
300	500	Perma-Patch brand limestone-asphalt cold patch mix, 50 lb. pail	No Bid	No bid	$28.00	$14,000.00	No bid	No bid
301	100	Fast Plug (Hydraulic Cement) 50 lbs	No Bid	No bid	$36.50	$3,650.00	$38.27	$3,827.00
302	120	W5CP Water Filter Cart/Sed	No Bid	No bid	$31.38	$3,765.60	No bid	No bid
303	~~30~~	WC34-PR Whole House Water Filter Housing	No Bid	No bid	$110.60	$3,318.00	No bid	No bid
304	200	16 oz Purple Primer/Cleaner	No Bid	No bid	$12.00	$2,400.00	No bid	No bid
305	2000	1 Pint Hot Blue Cement	No Bid	No bid	$16.00	$32,000.00	No bid	No bid
306	200	Rapid Set Mortar Mix, 55lb.	No Bid	No bid	$9.75	$1,950.00	No bid	No bid
307	125	Disposable Coveralls Large **(Pack of 25)**	$7.00	$875.00	$7.50	$937.50	No bid	No bid
308	250	Disposable Coveralls X-Large **(Pack of 25)**	$7.00	$1,750.00	$7.50	$1,875.00	No bid	No bid
309	1000	Disposable Coveralls 2X- Large **(Pack of 25)**	$7.41	$7,410.00	$7.50	$7,500.00	No bid	No bid

310	1000	Disposable Coveralls 3X-Large **(Pack of 25)**	$8.48	$8,480.00	$8.25	$8,250.00	No bid	No bid
311	1000	Disposable Coveralls 4X-Large **(Pack of 25)**	$8.50	$8,500.00	No Bid	No bid	No bid	No bid
312	200	Disposable Coveralls 5X-Large **(Pack of 25)**	$9.75	$1,950.00	No Bid	No bid	No bid	No bid
313	200	Disposable Coveralls 6X- Large **(Pack of 25)**	$11.50	$2,300.00	No Bid	No bid	No bid	No bid
TOTAL			$59.64	$31,265.00	$314.48	$119,146.10	$78.27	$43,827.00
Romac Couplings (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
314	20	8" ROMAC Macro COUPLING 8.60 - 9.75	No Bid	No bid	$535.98	$10,719.60	$391.00	$7,820.00
315	20	6" ROMAC Macro COUPLING 6.60 - 7.60	No Bid	No bid	$473.31	$9,466.20	$346.00	$6,920.00
316	20	4" ROMAC Macro COUPLING 4.40 - 5.60	No Bid	No bid	$362.47	$7,249.40	$262.00	$5,240.00
317	20	2" ROMAC Macro COUPLING 2.12 - 2.90	No Bid	No bid	$214.54	$4,290.80	$156.00	$3,120.00
318	20	8" ROMAC ALPHA Restrained Coupling 8.60 - 9.10	No Bid	No bid	$730.25	$14,605.00	$755.00	$15,100.00
319	20	6" ROMAC ALPHA Restrained Coupling 6.60 - 7.00	No Bid	No bid	$565.39	$11,307.80	$585.00	$11,700.00
320	20	4" ROMAC ALPHA Restraint Coupling 4.50 - 4.90	No Bid	No bid	$410.50	$8,210.00	$425.00	$8,500.00
321	10	8" Cap, Wide Ranged, ROMAC Alpha End	No Bid	No bid	$534.17	$5,341.70	$541.00	$5,410.00
322	10	6" Cap, Wide Ranged, ROMAC Alpha End	No Bid	No bid	$381.97	$3,819.70	$387.00	$3,870.00
323	10	4" Cap, Wide Ranged, ROMAC Alpha End	No Bid	No bid	$297.67	$2,976.70	$301.00	$3,010.00

324	10	6" x 8" ROMAC Restrained Coupling	No Bid	No bid	$730.00	$7,300.00	No bid	No bid
TOTAL			No Bid	No bid	$5,236.25	$85,286.90	$4,149.00	$70,690.00
Meter Resetters (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
325	25	Meter Resetter (NO LEAD), 1"X10", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$247.60	$6,190.00	$253.06	$6,326.50
326	25	Meter Resetter (NO LEAD), 1"X12", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$252.65	$6,316.25	$258.20	$6,455.00
327	25	Meter Resetter (NO LEAD), 1"X15", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$258.75	$6,468.75	$264.44	$6,611.00
328	25	Meter Resetter (NO LEAD), 1"X18", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$294.85	$7,371.25	$301.31	$7,532.75
329	25	Meter Resetter (NO LEAD), 1"X21", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$308.00	$7,700.00	$314.73	$7,868.25
330	25	Meter Resetter (NO LEAD), 1"X24", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$317.55	$7,938.75	$324.53	$8,113.25
331	20	Meter Resetter (NO LEAD), ¾"X7", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$140.40	$2,808.00	$127.59	$2,551.80
332	20	Meter Resetter (NO LEAD), ¾"X9", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$140.40	$2,808.00	$129.07	$2,581.40

333	**20**	Meter Resetter (NO LEAD), ¾"X12", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$144.30	$2,886.00	$133.28	$2,665.60
334	**20**	Meter Resetter (NO LEAD), ¾"X15", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$149.65	$2,993.00	$138.52	$2,770.40
TOTAL			No Bid	No bid	$2,254.15	$53,480.00	$2,244.73	$53,475.95

ENGINEERING and ENVIRONMENTAL SERVICES

Augusta GEORGIA
ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: Andy Penick
Director - Procurement

FROM: Hameed Malik, Ph.D., P.E.
Director

DATE: October 29, 2026

SUBJECT: Award Recommendation of Annual Bid 27-053, Welding & Fabrication

In response to Annual Bid Item 27-053, Welding & Fabrication, two compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to Sector One even though they were not the lowest bidder. This decision is based on the following:

- Sector One is a certified welding and fabrication organization which provides highly skilled services. They have previously provided services at the landfill and are experienced with the skillset required to perform the necessary welding services to heavy equipment.

- M&C Lawn Care & Maintenance Services, LLC - from the information submitted, appear to only support landscaping and smaller welding jobs with only one certified welder on staff. Recent references show landscaping jobs and repair of a fence/gate. It is my opinion that M&C will not be able to support the more detailed welding and fabrication work on heavy machines which need to be repaired and back in service as quickly and safely as possible.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Bid Item #27-053
Welding and Fabrication – ANNUAL
for Engineering and Environmental Services Department
Bid Due: Thursday, September 3, 2026 @ 11:00 a.m. via Teams

Total Number Specifications Mailed Out: 4
Total packages submitted: 2
Demandstar Notifiction: 164
Demandstar Downloasd: 6
GA Procurement: 0
Total Noncompliant: 0

Vendors	SectorOne, Inc. 1904 Kings Grant Dr. Augusta, GA 30906		M&C Lawn Care & Maintenance Services, Inc. 3958 Wrightsboro Rd., Ste C Augusta, GA 30909	
Exhibit A	YES		YES	
Exhibit B	YES		YES	
Exhibit C	YES		YES	
Services and pricing requested for ***after hour*** emergency calls:	Per Hour	Per Mile	Per Hour	Per Mile
Travel fee per hour and/or per mile	N/A	$3.10	N/A	$3.25
Repair Hourly Fee	$175.00		$150.00	
mmon metal stock items	COST		COST	
1" standard channel - 10 foot	$13.23		$13.00	
4x4 sheet aluminum – ¼" thickness	$279.00		$270.95	
½ cold roll - 10 foot	$8.44		$9.50	
¾ cold roll - 10 foot	$38.50		$20.95	
7/8 cold roll -10 foot	$44.15		$36.95	
½ x ½ x 1/8 angle iron - 10'	$18.75		$16.00	
1 x 1 x 11 gauge square tubing - 10 foot	$23.35		$12.95	
2 x 2 x 7 gauge inch square tubing - 10 foot	$86.70		$47.95	
4 inch standard channel -10'	$58.21		$44.95	

Augusta GEORGIA
ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: Andy Penick
Director - Procurement

FROM: Hameed Malik, Ph.D., P.E.
Director

DATE: October 22, 2026

SUBJECT: Award Recommendation of Annual Bid 27-129 – Landscape Maintenance Service

In response to Annual Bid Item 27-129 – Landscape Maintenance Service, four compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to LEP Contracting, LLC.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Augusta GEORGIA

Bid Item #27-129
Landscape Maintenance Service – Annual Contract for Augusta, Georgia - Engineering and Environmental Services Department
Bid Date: Tuesday,September 15, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10
Demandstar Notification: 234
Demandstar Download: 8
Georgia Procurement Registry: 0
Total packages submitted: 5
Total Noncompliant: 1

Vendors	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	MSC LAWN CARE 3958 WRIGHTBORO RD. STE. C AUGUSTA,GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT ST. AUGUSTA, GA 30906	YELLOW STONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD. AUGUSTA, GA 30907
Exhibit A	YES	YES	YES	YES
Exhibit B	YES	YES	YES	YES
Exhibit C	YES	YES	YES	YES
Monthly	$3,450.00	$4,000.00	$6,500.00	$5,190.00
Annually	$41,400.00	$48,000.00	$78,000.00	$62,280.00
EXCEPTIONS	NO	NO	NO	NO

The following venodor's submitted was received late: CHAINSAW CITY, LLC / 4316 SATOLAH RIDGE / EVANS, GA 30809

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

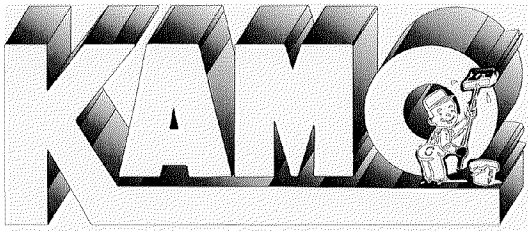
AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032459	11/15/2026	02/13/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
	**********				
	* TIPS COOPERATIVE CONTRACT *				
	* #260103 *				
	**********				
SP	DISPOSABLE FACE MAKS ADULT	EA	1	8.40	
	100 PER BOX				
SP	DISPOSABLE FACE MASKS KIDS	EA	1	8.40	
	100 PER BOX				
SP	NO TOUCH THERMOMETER	EA	1	13.90	
	FOR ADULTS AND KIDS				
SP	FINGERTIP PULSE OXIMETER	EA	1	8.20	
	BATTERIES INCLUDED				
SP	HAND SANITIZER PUMP BOTTLE	EA	1	5.90	
	NO RINSE				
SP	HAND SOAP PUMP BOTTLE	EA	1	4.90	
	7.5OZ BOTTLE				
SP	LYSOL 3 PACK DISINFECTANT SPRA	EA	1	21.90	
	CRISP LINEN				
SP	TYLENOL COLD & FLU	EA	1	8.40	
	COMBO PACK				

Continue...



Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032459	11/15/2026	02/13/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
SP	RAPID COVID TEST ANTIGEN	EA	1	35.90	
	20 TESTS PER BOX				
SP	DRAWSTRING TRASH BAGS 30 GAL	EA	1	7.90	
	20 COUNT				
SP	LIQUID LAUNDRY DETERGENT	EA	1	9.90	
	LIQUID				
SP	NITRILE BLUE GLOVES	EA	1	12.90	
	100 PER BOX				
SP	FACIAL TISSUE	EA	1	10.50	
	FLAT BOXES				
SP	TOILET TISSUE	EA	1	11.20	
	1000 SHEET ROLLS				
SP	PAPER TOWELS ROLLS	EA	1	15.90	
	SELECT A SHEET				
SP	ABSORBENT UNDERPADS	EA	1	45.10	
	36X36				
SP	TOILET TRAVEL KIT	EA	1	60.00	

Continue...

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032459	11/15/2026	02/13/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
	FOR MEN AND WOMEN				
SP	BOTTLED WATER 16.9OZ	EA	1	4.00	
	24 PACK				
SP	NO TAX OR SHIPPING CHARGES	EA	1	0.00	

X:_____
(Accepted by)

MESSAGE

Thank you for the opportunity to quote you on these items. If you have questions or need any assistance please email us at quotes@kamo.com or call us at (706)724-1488.

TERMS

TIPS VENDOR AGREEMENT

TIPS RFP 260103 Janitorial and Sanitation Supplies and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

AFFLINK LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2029 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2029, then the one-year renewal is effective from May 31, 2029 to May 31, 2030.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
ii. **Violations of privacy and data laws; and**
iii. **Unauthorized use or distribution of TIPS Property.**

46. Tax Exempt Status of TIPS Members. Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. Automatic Renewal Limitation for TIPS Sales. No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. Choice of Law Limitation for TIPS Sales. Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. Venue Limitation for TIPS Sales. Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. Indemnity Limitation for TIPS Sales. Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. Arbitration Limitation for TIPS Sales. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 260103 Janitorial and Sanitation Supplies and Services

Vendor Name: AFFLINK, LLC

Vendor Address: 1400 AFFLINK PLACE

City: TUSCALOOSA State: AL Zip Code: 35473

Vendor Authorized Signatory Name: DANA DUCKWORTH

Vendor Authorized Signatory Title: Sr. Director National Sales & Packaging

Vendor Authorized Signatory Phone: 205-344-4215

Vendor Authorized Signatory Email: dduckworth@afflink.com

Vendor Authorized Signature: Dana Duckworth Date: 2/9/26

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 3/12/2026



260103
AFFLINK, LLC
Supplier Response

Event Information

Number: 260103
Title: Janitorial and Sanitation Supplies and Services
Type: Request for Proposal
Issue Date: 1/5/2026
Deadline: 2/20/2026 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 230103 JANITORIAL AND SANITATION SUPPLIES AND SERVICES ("230103"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR JANITORIAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 230103.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 230103 WHICH COVERS ALL OF YOUR JANITORIAL OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

AFFLINK, LLC Information

Contact: Aaron Wright
Address: 1400 AFFLINK Place
Tuscaloosa, AL 35406
Phone: (205) 345-4180 x4235
Fax: (603) 297-0345
Email: awright@afflink.com
Web Address: www.afflink.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Shalandria White
Signature

swhite@afflink.com
Email

Submitted at 2/13/2026 09:38:46 AM (CT)

Requested Attachments

Pricing Form 1

260103 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

260103 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Scanned from a Xerox Multifunction Printer.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

260103 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

260103 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

260103 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

W-9 AFFLINK signed 202[illegible].pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

AFFLINK MBWE Distributor List TIPS.xlsx

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

AFFLINK Logo with PFG Tagline_WHITE-01 (2).png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

TIPS Strategic Accounts Marketing.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

As the Home of the Independent, AFFLINK connects more than 250 leading manufacturers across the Packaging, Jan/San, Industrial, Healthcare, and Foodservice industries with over 200 independent distributors. AFFLINK serves as the strategic connection point — delivering innovative products, data-driven insights, and market expertise that help independent distributors compete and thrive. Backed by cutting-edge technology and a culture of collaboration, AFFLINK empowers its members to drive growth, strengthen partnerships, and move closer to the customer every day. AFFLINK has been a difference maker in the supply chain for more than 50 years, ensuring that its customers get a procurement partner that positively impacts their company image, operations and, most importantly, their bottom line.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Shalandria White

7 Primary Contact Title

Primary Contact Title

Director of Operations

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

swhite@afflink.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2053444104

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9546978090

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Teresa Alston

13 Secondary Contact Title

Secondary Contact Title

Lead Strategic Account Coordinator

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

talston@afflink.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2053444224

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444325

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Teresa Alston

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

talston@afflink.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444224

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Teresa Alston

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

talston@afflink.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444224

24 Company Website

Company Website (Format - www.company.com)

www.afflink.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

AFFLINK OR AFFLINK LLC

26 Primary Address

Primary Address

1400 AFFLINK PLACE

27 **Primary Address City**

Primary Address City

TUSCALOOSA

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

AL

29 **Primary Address Zip**

Primary Address Zip

35406

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

1-Ply Tissue, 2-Ply Tissue, Air Freshener, All Purpose Cleaner , Bath Tissue, Bowl Clip, Buffing Pad, Burnish Pad, Can Liner, Carpet Cleaner, Center-Pull Towel, C-Fold Towel, Degreaser, Deodorant Block, Deodorizer, Disinfectant Cleaner, Disinfectant Spray, Dolly, Dust Mop, Dust Mop Frame, Dust Mop Handle, Dust Mop Treatment, Facial Tissue, Floor Cleaner, Floor Finish, Floor Pad, Floor Restorer, Floor Sign, Floor Stripper, Foam Handwash, Foam Soap, Furniture Polish, Glass Cleaner, Hand Roll Towel, Hand Sanitizer, Hand Soap, Hard Roll Towel, Hardwound Roll Towel, Janitor Cart, Kitchen Roll Towels, Kitchen Towel, Liner, Lotion Skin Cleanser, Multifold Towels, Metered Aerosol, Mop Bucket, Mop Bucket & Wringer, Mop Handle, Mop Head, Multi-Fold Towel, Recycling Box, Recycling Container, Restroom Cleaner, Roll Towel, Sanitary Napkins, Scour Pad, Seat Covers, Service Cart, Single fold Towel, Skin Cleanser, Soap Dispenser, Stainless Steel, Standard Roll Bath Tissue, Stripping Pad, Tampons, Task Wipers, Tissue Jumbo, Tissue Std Bath, Toilet Bowl Brush, Toilet Bowl Brush Holder, Toilet Bowl Cleaner, Toilet Seat Cover Dispenser, Toilet Seat Covers, Toilet Tissue Jumbo, Trash Bag, Trash Container, Urinal Block, Urinal Mat, Urinal Screen ,Utility Cart, Waste Receptacle, Wastebasket, Waterless Cleaning Wipes, Waxed Liner, Wet Mop, Wet Mop Handle, Windshield Wiper, Wiper, Kimberly-Clark, SCA Tissue, Tork, Rubbermaid, AFFEX, Georgia-Pacific, Go-Jo, Hospeco, Heritage, Purell, Kleenex

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Tuscaloosa

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Alabama

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

53

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)** **This is a requirement of the TIPS Contract and is non-negotiable.** "Substantial Interest", as used in this attribute, is defined in Tex. Edu. Code § 11.067(b). By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor. Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

46 Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

47 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

48 Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

49 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

50 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

51 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

52 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

53 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

54 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

55 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. G Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

60 Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

61 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

62 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

64 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

65 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

66 Regulatory Good Standing Certification - Explanation - Continued

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

67 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Ex**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

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,” “participants,” “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 those regulations.

5. The prospective lower tier participant agrees by submitting this form 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 form 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 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.

68 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73 Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

75 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

76 **2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

77 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

78 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

79 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

82 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, 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 person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

83 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

84 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.
Does vendor certify?

Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the E**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

97 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

98 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

99 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

100 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS CONTRACT 260103

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: AFFLINK, LLC

Vendor Authorized Signatory Name: Dana Duckworth

Vendor Authorized Signatory Title: Sr. Director National Sales & Packaging

Vendor Authorized Signatory Email: dduckworth@afflink.com

Vendor Address: 1400 AFFLINK Place

City: Tuscaloosa State: AL Zip Code: 35406

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 116

Authorized Signature: Dana Duckworth

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032350	10/26/2026	01/24/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
	**********				
	* TIPS COOPERATIVE CONTRACT *				
	* #260103 *				
	**********				
8210-DS	PURELL ES10 FLOOR STAND DISPENSER WHITE COMES WITH THE STAND, DISPENSER, AND DRIP TRAY	EA	100	50.00	5000.00
8353-02	GOJO PURELL ES10 ADVANCED HAND SANITIZER FOAM 2/CS 4 CASES OF REFILLS PER STAND	CS	200	83.36	16672.00
OCA1510	OMNI CLEANAIR COMMERICAL AIR PURIFIER 1500	EA	50	4490.00	224500.00
M10PF-1510	OMNI CLEAN REPLACEMENT FILTERS FOR COMMERICAL AIR PURIFIER 1500 4/CS 1 CASE OF FILTERS PER UNIT	CS	50	150.00	7500.00
OAH1616HC	OMNI CLEAN REPLACEMENT HEPA FILTERS FOR COMMERICAL AIR PURIFIER 1501 4/CS	EA	50	600.00	30000.00
FREIGHT	FREIGHT	EA	1	0.00	0.00

Continue...

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Augusta, GA 30901

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PRICE QUOTE

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AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032350	10/26/2026	01/24/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension

X:_____
(Accepted by)

Sub Total	$283,672.00
Freight	$0.00
Misc Charges	$0.00
Tax Amount	$0.00

Total
283,672.00

MESSAGE

Thank you for the opportunity to quote you on these items. If you have questions or need any assistance please email us at quotes@kamo.com or call us at (706)724-1488.

TERMS

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Key Features

- **Quietest performance** per CFM on the market.
- Industrial specification consistently delivers **6 or more air changes per hour** (ACH).
- **MERV-11 Prefilter** removes larger airborne particles such as pollen, dust, and tobacco smoke. Extends life of the high efficiency filter.
- Carbon Media Filter: Removes **Chemicals**, **Gases**, **VOCs** and **Odors**.
- **SureUVC™**: Sealed chamber. Continuous high intensity germicidal irradiation of pathogens. Also disinfects the HEPA filter for safe replacement.
- **True HEPA** captures sub-micron particles at **99.99%** efficiency.
- **Portable** in-room solution to supplement high risk, poorly ventilated indoor spaces.
- **Negative pressure capable** for more stringent isolation applications.

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Portable Air Purification Designed for Everyday Workspaces

All models combine high-capacity airflow, UVGI and TRUE HEPA filtration. Models differ in CFM airflow only. Unlike consumer devices, our products are industrial-specific and can be combined to accommodate all configurations of commercial buildings and workspaces.

	OCA1510
Recommended Use	**Rooms up to 15,000 FT³*** (Lobby, Open Cube Areas, Studios, Large Conference Rooms, Cafeterias)
Airflow Rate	800 to 1500 CFM (18 to 34 M3 / min)
CADR *We fully seal our HEPA and properly match it to motor design. This means our CADR effectively matches CFM. Beware of products with significantly lower CFM or unpublished specs, they may underperform.	1499.9 CFM
Secondary Filters	Extended Surface, Pleated 80g Carbon Media
Prefilter MERV-11	●
Activated Carbon Filter (Gases, Chemicals, VOCs, Odor)	●
Primary Filter	12" Metal Frame, High Efficiency Glass Fiber. Tested to IEST-RP-CC001.3
TRUE HEPA 99.99% at 0.3u	●
UVGI SureUVC™ 64 W UVC at 254nm	○
NOISE** Sound Suppressing Core in all chambers	57 db (@ 800 CFM) 66 db (@ 1500 CFM)
Controls (Filter Status, UVC Status, On/Off, Power Indicator, Realtime CFM/ACH Indicators, Auto Shutoff, Safety Sensors, High Contrast OLED Digital Display, Tamper-Proof Passcode)	●
Negative Pressure Ready Integrated 10" Exhaust Manifold	○
Power Requirements	110 VAC/ 60 Hz/ 7.1 A
Size	20 x 18 x 48 in. (51 x 46 x 122 cm)
Weight	170 LBS (77.1kg)

Legend: ● *Standard* ○ *Optional* ** Per Machine at 6 Air Changes Per Hour* *** at 6ft (2cm) NIOSH SLM*

Administrative Services Committee Meeting

Meeting Date:

HCD Cooperative Agreement for CDBG-CV Supplies and Equipment

Department: **HCD**

Presenter: **Charles Jackson, HCD Interim Director**

Caption: Approve the City's use of **The Interlocal Purchasing System (TIPS)** Cooperative Agreement No. 260103, awarded to AFFLINK LLC for Janitorial and Sanitation Supplies and Services, to purchase eligible CDBG-CV coronavirus prevention supplies and portable air purifiers through KAMO Manufacturing Co. Inc., subject to verification of its authorization as a reseller under the award for an amount of **$387,190.28.**

Background: The Housing and Community Development Department (HCD), with assistance from the Procurement Department, will purchase coronavirus prevention supplies and equipment for distribution to eligible community partners. The purchase will include gloves, face masks, N95 respirators, hand sanitizers, dispensing stations and refills, disinfectant wipes, and portable HEPA air purifiers. The KAMO's product sheet describes the OCA1510 portable air purifier for use in occupied indoor spaces.

Analysis: The Procurement Department has verified KAMO Manufacturing Co. Inc.'s authorization under the Cooperative Agreement, confirmed that the agreement covers each item at the quoted price, determined whether the prices are reasonable, and confirmed compliance with applicable City and federal procurement requirements. HCD will document the coronavirus-related need, eligible use, applicable CDBG national objective, and duplication-of-benefits review.

Financial Impact: The purchase order will be charged to existing CDBG-CV funds under HUD Grant No. B-20-MW-13-0003 and may not exceed **$387,190.28.** The final amount will be based on the verified itemized quote, including applicable delivery and other charges, and confirmed against the available activity balance. This request requires no General Fund appropriation.

Recommendation: Approve the City's TIPS Cooperative Agreement No. 260103, awarded to AFFLINK LLC, to purchase eligible CDBG-CV supplies and equipment through KAMO Manufacturing Co. Inc. Authorize a purchase order up to **$387,190.28** after Procurement completes the procurement

review described above, HCD confirms grant eligibility, and Finance confirms available funds.

Funds are available in the following accounts: **221073221/5311110**

REVIEWED AND APPROVED BY:

Administrative Service Committee Meeting

Meeting Date: 11/24/26

Reject Unsolicited Proposal Submitted by Creative Outdoor Advertising of America

Department: Procurement

Presenter: Andy Penick

Caption: Reject the Unsolicited Proposal for Creative Outdoor Adverting Public Space Amenities Program - Submitted by Creative Outdoor Advertising of America (COA)

Background: Augusta, Georgia adopted the Public-Private Facilities Infrastructure Act of 2015 (the "PPFIA")(OCGA section 36-91-110 et seq.) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-efficient fashion. Procurement solicits proposals via an advertisement each year for unsolicited proposals.

Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the proposal.

Analysis: Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the Proposal. Committee included representatives from the Augusta Procurement Department, Augusta Finance, Recreation and Parks, Housing Community Development, Transit, and the Planning and Development Department. The Administrator's Office was also included in the review process.

Under the proposal, COA is offering to supply, convert, install, and maintain a public seating program for Augusta at no cost to Augusta. COA would provide Augusta with its choice of amenities at designated locations approved by the Augusta Commission in exchange for the right to sell advertising space to corporate sponsors on the units. In return, COA would provide Augusta with a revenue stream generated through sponsorship leases associated with the installed amenities.

The proposal was reviewed by the committee, which determined that the program would not be consistent with Augusta's aesthetic vision as the Garden City. The committee expressed concern that the addition of advertising on public amenities could detract from Augusta's overall appearance and character. Additionally, the committee determined that the anticipated revenue generated through the sponsorship agreements would not provide a sufficient benefit to Augusta to justify moving forward with the proposal.

Financial Impact: The agenda item is revenue-based. The vendor has represented that Augusta would incur no costs associated with the placement of the benches. The vendor would be responsible for soliciting advertisers and managing the placement of advertisements on the benches.

Alternatives Augusta may consider accepting the unsolicited proposal and subsequently soliciting proposals for the requested services through an open competitive

procurement process, in accordance with the procurement method outlined in Unsolicited Proposal Guidelines.

Recommendation: The Committee recommends rejecting the unsolicited proposal for the Proposed Revitalization of Creative Outdoor Advertising of America, as the proposal does not adequately align with or address the needs and priorities of Augusta at this time.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta
GEORGIA

Guidelines and Procedures

for

Unsolicited Proposals

Phase I
Time Period to Receive and Format for Submission

Phase II
Financial Review and Analysis

Phase III
RFP (if approved by BOC) seek competing proposals

Phase IV
Review and Consider Competing proposals

Phase V
Develop and negotiate an Interim Agreement with the successful proposer

Phase VI
Negotiate a Comprehensive Agreement if successful with an Interim Agreement

First Edition: May 2017
Second: Edition: August 2, 2017

Approved amendment (ordinance) to Augusta, Georgia Procurement Code to include the adoption of Public-Private Partnership (P3) "Unsolicited Proposals". (Approved by Administrative Services Committee July 11, 2017) (Approved by Commission July 18, 2017 – Second Reading).

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Augusta
GEORGIA

DISCLAIMER

The guidelines contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

This information is provided on an "as" needed basis. Updates to these guidelines will be made as needed due to any error found in the documentation or as policy and management dictate.

As with any documentation or guidelines, improvements can and should be made. Any additions, suggestions or comments for improvement are encouraged. This documentation is not meant to be a complete instructional document. The intent is to provide guidelines that, if followed, will result in better quality and consistency plans and documents.

Augusta, Georgia's Procurement Office perform annual compliance reviews of its PPFIA guidelines and periodically engage in a more comprehensive review of the guidelines and its overall PPFIA process.

Any recommendation for improvement to this documentation is welcome. Any errors found should be brought to the attention of the Procurement Department so corrections can be made. Any additional information or detailed explanation needed to this documentation should be documented and mailed or emailed to:

Geri A. Sams, Director
Augusta Procurement Department
UNSOLICITED PROPOSAL GUIDELINES MANUAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

E-mail to:
unsolicitedproposal@augustaga.gov

Georgia's PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is:

http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee.

Introduction by the Director

Augusta, Georgia is committed to improving the facilitation of infrastructure, service delivery and private sector investment within Augusta, Georgia. By introducing this policy, Augusta, Georgia is creating a clear pathway for prospective bidders to submit innovative and unique ideas that align with Augusta, Georgia's strategic agenda.

It is important genuine Unsolicited Proposals, which cannot be managed by normal procurement processes, have an alternative process that is both efficient and effective for prospective bidders and Government.

The *Guidelines for Unsolicited Proposals* provides a transparent structure for both proposers and Government to inform themselves with respect to the treatment of Unsolicited Proposals for public infrastructure, service delivery and private sector investment in Augusta, Georgia.

The document's main objective is to provide consistency and clarity to any parties involved in an Unsolicited Proposal submission, both private and public sectors alike, on how submissions are evaluated and tendered in order to meet Augusta, Georgia's principles of ensuring public interest, delivering value for money, and achieving appropriate delivery.

The Guidelines will ensure accountability and fairness are maintained throughout the Government's process of consideration of Unsolicited Proposals, while also maximizing value for money to Augusta, Georgia and staying within Augusta, Georgia's affordability envelope.

For additional information, please visit the following websites:
http://www.augustaga.gov/unsolicitedproposal

The PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is: http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee.

Overview

Background

Developing a strong and resilient economy in Augusta, Georgia (local government) requires an appropriate level of investment to be maintained for economic infrastructure, such as transport links to allow the movement of resources, communications to support the spread of information and utility networks to provide basic services for businesses and households.

Historically, Augusta, Georgia has relied on traditional procurement methods to deliver capital and service requirements. While traditional approaches work well for simple and low risk infrastructure procurements, they do not always provide the incentives to innovate improve service delivery or realize whole of life value for money outcomes.

Georgia Governor Nathan Deal signed into law new public-private partnership (P3) legislation, the Partnership for Public Facilities and Infrastructure Act (SB 59) (hereinafter referred to as "the Act") on May 5, 2015. The Act allows state and local government entities to partner with private entities on "qualifying projects," broadly meaning any project deemed to meet a public purpose or public need and satisfying those requirements set forth under the Act.

The Act covers those qualifying projects pursued with local government entities, meaning any county, municipality, consolidated government, or board of education, as well as with state government entities, including institutions of the University System of Georgia.

On July 11, 2017 approved the conceptual model of Public-Private Partnership (P3) and on July 18, 2017 (second reading), the Augusta Commission adopted the model guidelines from the Partnership for Public Facilities and Infrastructure Act of 2015 Guidelines Committee. (A copy of the adopted policy is provided as Attachment A.) The policy addresses submittal requirements, proposal preparation costs, proposal evaluation process, and evaluation fees.

Georgia's Bill SB59 - Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") Model Guidelines, www.augustaga.gov

Guideline and Procedures – AUGUSTA, GA CODE – Article 7, www.augustaga.gov.

Purpose of the Document

For the purpose of this policy, Augusta, Georgia defines an unsolicited proposal as an approach to Augusta by a Proponent with a proposal not requested by Augusta. The proposal must be a written proposal for a qualifying project that is received by Augusta, Georgia – Consolidated Government and is not in response to any request for proposal for a qualifying project issued by Augusta, Georgia at the published time and placed advertised by Augusta. As anticipated in all phases of these Guidelines (First Edition, March 2017), this Edition follows the commitment to perform a review approximately two years from their initial release.

Augusta, Georgia has defined key strategic and operational priorities for advancing the economic and social needs of Augusta, Georgia.

There may be opportunities for a partnership between Augusta, Georgia and the private sector that may not be at the forefront of Augusta, Georgia's strategic priorities or infrastructure agenda. Similarly, some business activities that would normally be conducted by the private sector may nonetheless require Government support of some form. 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity, may also submit Unsolicited Proposals.

The *Guidelines for Unsolicited Proposals* policy document sets out the requirements of the Partnership for Public Facilities and Infrastructure Act (SB 59) (the Act) on May 5, 2015, model. It aims to provide consistency and certainty to the market on how Unsolicited Proposals will be assessed against key principles of the Augusta, Georgia in meeting its strategic objectives and providing value for money. The model will also promote standardization and consistency with respect to capital project planning and delivery.

Augusta GEORGIA

Guidelines

Augusta, Georgia adopted the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") (OCGA §36-91-110 *et seq.*) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-effective fashion.

In order for a project to come under the PPFIA, it must meet the definition of a "qualifying project." A "qualifying project" is defined broadly under the PPFIA. Specifically, the PPFIA defines a "qualifying project" as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need; provided, however, qualifying projects do not include projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

The following guidelines have been adopted by the governing body of Augusta, Georgia (the "Local Government") to govern the process for receiving, reviewing and approving unsolicited proposals for qualifying projects. Augusta, Georgia shall not consider any unsolicited proposal that has not been evaluated pursuant to Article 7 of the AUGUSTA, GA CODE.

In the event of any conflict between these guidelines and the PPFIA, the terms of the PPFIA shall control.

Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals.

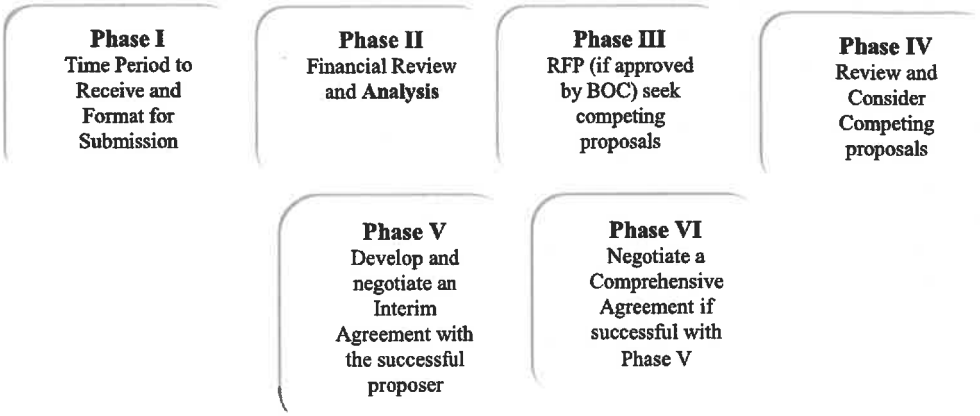


Figure 1 illustrates the Six-phase process used by Augusta, Georgia.

The Six Phase Process aims to both incentivize the Proposers to submit Unsolicited Proposals, and provide a range of procurement mechanisms to deliver effective outcomes fit-for-purpose to each proposal and Augusta, Georgia.

At any stage, Augusta, Georgia reserves the right to cease its review or consideration of any unsolicited proposal.

Phase I

SEC. 1-10-67 TIME PERIOD FOR RECEIVING UNSOLICITED PROPOSALS AND FORMAT FOR SUBMISSIONS.

(1) Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

Please submit six (6) copies and one bound and one unbound copy of the proposal.

All questions must be submitted in writing by fax to (706) 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.

(2) Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contacted and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

The format and information to be included in any unsolicited proposal are as follows:

(a) PROJECT DESCRIPTION

Required to be included under PPFIA:

(i) Provide a description of the project, including the location of the project, the conceptual design of such facility, or facilities, and a conceptual plan for the provision of services or technological infrastructure.

Required to be included by Local Government:[1]

(ii) Identify and fully describe the scope of work to be performed by the proposer with enough detail to allow an analysis by Augusta, Georgia.

(iii) Identify and fully describe any work to be performed by Augusta.

(iv) Identify any anticipated adverse social, economic, and environmental impacts of the project.

(v) Identify the projected positive social, economic, and environmental impacts of the project.

(vi) State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on Augusta's use of the project.

(b) PROJECT FEASIBILITY STATEMENT

(i) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(ii) Provide a list of any contingencies that must occur for the project to be successful.

(iii) Provide a list of any other assumptions relied on for the project to be successful.

(iv) Provide information relative to ongoing maintenance and operational costs after the project is completed.

[1] The items listed under the subheading "Required to be included by Local Government" are not required by the PPFIA to be included in a Local Government's Guidelines and may be modified or deleted by the Local Government prior to approval.

(c) PROJECT SCHEDULE

(i) A schedule for initiation, construction, and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity.

(ii) A schedule for obtaining all federal, state, and local permits and approvals required for the project.

(iii) Identify the proposed schedule for strategies or actions to mitigate known impacts of the project.

(iv) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

(d) PROJECT FINANCING PLAN

(i) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; and description of user fees, lease payments and other service payments over the term of the proposed comprehensive agreement (as defined in the PPFIA); and a methodology and circumstances for changes to such user fees, lease payments and other service payments over time.

(ii) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

(iii) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required containing enough detail to allow an analysis by the local government of the financial feasibility of the proposed project. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Identify the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(iv) Provide a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

(v) Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the local government's credit or revenue.

(vi) Identify the amounts and the terms and conditions for any revenue sources.

(vii) Describe a proposed allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

(viii) Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

The unsolicited proposal may include financing options, including the imposition of user fees, lease payments or other service payments. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Depending on Augusta's authority and the circumstances of each transaction, financing options might also include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, development agreements, conduit financing and other methods allowed by law. Notwithstanding the foregoing, Augusta, Georgia shall not loan money to a private entity in order to finance all or a portion of the qualifying project. Also, a multiyear lease entered into by Augusta which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

(e) BUSINESS CASE STATEMENT

(i) A business case statement that shall include a basic description of any direct or indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time data.

(ii) Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project.

(iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.

(iv) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

(v) Specify the strategies or actions to mitigate known impacts of the project.

(vi) Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of Augusta and whether the project is critical to attracting or maintaining competitive industries and businesses to Augusta or the surrounding region.

(vii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan.

(viii) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data.

(f) CONTACTS

(i) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal.

(ii) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.

(iii) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.

(iv) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

(v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over $20 Million.

(vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of Georgia and/or Augusta, Georgia conflict of interest laws.

Phase II

SEC. 1-10-68 PROCEDURES FOR THE FINANCIAL REVIEW AND ANALYSIS OF AN UNSOLICITED PROPOSAL.

(1) Upon receipt of an unsolicited proposal, Augusta, Georgia shall:

(a) Send the proposer an acknowledgement of receipt of the unsolicited proposal and provide that Augusta, Georgia will conduct a review of that proposal and either (a) reject the unsolicited proposal or (b) accept the unsolicited proposal and seek competing bids for the proposed project as required pursuant to the Guidelines and the PPFIA;

(b) Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals. To assist in the evaluation process, two committees will be established. The first is an **Advisory Committee** consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. (Designees of the Administrator, Procurement, Finance and Engineering Departments or designees from other departments depending on the scope of the proposal). To assist in the evaluation process, an **Evaluation Committee** will consist of the Advisory Committee and any designees consisting of not less than three members, other members can include individuals with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants

(c) Decide whether it will engage independent advisors, as provided in AUGUSTA, GA CODE Sec. 1-10-69 below, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and

(d) Provide the proposer with the proposed Local Government fee estimate to be paid by the proposer to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as calculated in AUGUSTA, GA CODE Sec. 1-10-70 below.

(2) The Evaluation Committee, together with any independent advisors, shall perform the following financial review and analysis of the unsolicited proposal:

(a) A cost-benefit analysis;
(b) Evaluation of the public need for or benefit derived from the qualifying project;
(c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;
(d) Evaluation of the source of funding for the project;
(e) Consideration of plans to ensure timely development or operation;
(f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and
(g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.

After reviewing the proposal, the Evaluation Committee shall make a recommendation to the governing body of the Augusta, Georgia (the Board of Commission) to reject or accept the unsolicited proposal.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

SEC. 1-10-69 CRITERIA FOR IDENTIFYING AND APPOINTING INDEPENDENT ADVISORS.

Unsolicited proposals, which have technical, complex or specialized information, may require additional support from one or more third-party independent advisors to assist in their evaluation and review. Independent advisors may include attorneys, financial advisors, engineering consultants or other advisers or consultants as determined by Augusta, Georgia, in its sole discretion, to be reasonably required to review any unsolicited proposal. Independent advisors shall have no affiliation with the private entity submitting an unsolicited proposal.

SEC. 1-10-70 CRITERIA FOR DETERMINING FEES.

A private entity assumes all risk in submission of an unsolicited proposal, and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Augusta, Georgia shall charge and retain an initial proposal-processing fee equal to $100 to be paid by the proposer prior to the review of an unsolicited proposal.

In addition, the Augusta, Georgia may charge and retain a reasonable fee to cover the costs of reviewing and evaluating an unsolicited proposal. If it is determined by Augusta, Georgia that one or more independent advisors shall be engaged to assist the Evaluation Committee in its review of the unsolicited proposal, as provided in Augusta, GA Code Sec. 1-10-69 above, fees of all such independent advisors shall be paid by the proposer. The estimated fees of Augusta, Georgia and such independent advisors shall be provided to the proposer for approval prior to the engagement of such advisors to review the proposal or the review and evaluation of an unsolicited proposal.

SEC. 1-10-71 PROCEDURES FOR DETERMINING RELEASE OF INFORMATION IN UNSOLICITED PROPOSAL.

Augusta, Georgia, in its sole discretion, may use any portion of an unsolicited proposal in preparing a request for proposal as described in AUGUSTA, GA CODE Sec. 1-10-72 below.

Phase III

SEC. 1-10-72 REQUEST FOR PROPOSALS.

Within sixty (60) days of receipt of a recommendation from the Evaluation Committee as provided in AUGUSTA, GA CODE Sec. 1-10-68 above, the Board of Commission shall decide whether to approve or reject such unsolicited proposal. If The Board of Commission approves the unsolicited proposal, it shall seek competing proposals for the qualifying project, by issuing a request for proposal due in not less than one hundred twenty (120) days.

The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

SEC. 1-10-69 CRITERIA FOR IDENTIFYING AND APPOINTING INDEPENDENT ADVISORS.

Unsolicited proposals, which have technical, complex or specialized information, may require additional support from one or more third-party independent advisors to assist in their evaluation and review. Independent advisors may include attorneys, financial advisors, engineering consultants or other advisers or consultants as determined by Augusta, Georgia, in its sole discretion, to be reasonably required to review any unsolicited proposal. Independent advisors shall have no affiliation with the private entity submitting an unsolicited proposal.

SEC. 1-10-70 CRITERIA FOR DETERMINING FEES.

A private entity assumes all risk in submission of an unsolicited proposal, and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Augusta, Georgia shall charge and retain an initial proposal-processing fee equal to $100 to be paid by the proposer prior to the review of an unsolicited proposal.

In addition, the Augusta, Georgia may charge and retain a reasonable fee to cover the costs of reviewing and evaluating an unsolicited proposal. If it is determined by Augusta, Georgia that one or more independent advisors shall be engaged to assist the Evaluation Committee in its review of the unsolicited proposal, as provided in Augusta, GA Code Sec. 1-10-69 above, fees of all such independent advisors shall be paid by the proposer. The estimated fees of Augusta, Georgia and such independent advisors shall be provided to the proposer for approval prior to the engagement of such advisors to review the proposal or the review and evaluation of an unsolicited proposal.

SEC. 1-10-71 PROCEDURES FOR DETERMINING RELEASE OF INFORMATION IN UNSOLICITED PROPOSAL.

Augusta, Georgia, in its sole discretion, may use any portion of an unsolicited proposal in preparing a request for proposal as described in AUGUSTA, GA CODE Sec. 1-10-72 below.

Phase III

SEC. 1-10-72 REQUEST FOR PROPOSALS.

Within sixty (60) days of receipt of a recommendation from the Evaluation Committee as provided in AUGUSTA, GA CODE Sec. 1-10-68 above, the Board of Commission shall decide whether to approve or reject such unsolicited proposal. If The Board of Commission approves the unsolicited proposal, it shall seek competing proposals for the qualifying project, by issuing a request for proposal due in not less than one hundred twenty (120) days.

The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.

During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

SEC. 1-10-73 PROCEDURES FOR POSTING AND PUBLISHING NOTICE OF THE OPPORTUNITY TO OFFER COMPETING PROPOSALS.

Notices for requests for proposals for qualifying projects shall be posted conspicuously in the Augusta, Georgia Procurement' Office and shall be advertised in the legal organ of the county and by electronic means on an Internet website of the Augusta, Georgia (www.augustaga.gov) or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by OCGA §50-5-69. Such notices shall be posted by the Local Government in a consistent manner with other notices posted for public works bidding.

Notices for requests for proposals that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least ninety (90) days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six (6) weeks from the first advertisement.

Notices for requests for proposals that are advertised solely on the Internet shall be posted continuously at least ninety (90) days prior to the deadline for receipt of competing proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award, bid, or proposal opening to be delayed.

Phase IV

SEC. 1-10-74 PROCEDURES FOR PROCESSING, REVIEW AND CONSIDERATION OF COMPETING PROPOSALS.

After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of the Local Government prior to submitting a request for proposal for such qualifying project. The evaluation committee of Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

(1) QUALIFICATIONS AND EXPERIENCE – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:

(a) Experience with similar projects;
(b) Demonstration of ability to perform work;

During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

SEC. 1-10-73 PROCEDURES FOR POSTING AND PUBLISHING NOTICE OF THE OPPORTUNITY TO OFFER COMPETING PROPOSALS.

Notices for requests for proposals for qualifying projects shall be posted conspicuously in the Augusta, Georgia Procurement' Office and shall be advertised in the legal organ of the county and by electronic means on an Internet website of the Augusta, Georgia (www.augustaga.gov) or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by OCGA §50-5-69. Such notices shall be posted by the Local Government in a consistent manner with other notices posted for public works bidding.

Notices for requests for proposals that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least ninety (90) days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six (6) weeks from the first advertisement.

Notices for requests for proposals that are advertised solely on the Internet shall be posted continuously at least ninety (90) days prior to the deadline for receipt of competing proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award, bid, or proposal opening to be delayed.

Phase IV

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There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

(1) QUALIFICATIONS AND EXPERIENCE – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:

(a) Experience with similar projects;
(b) Demonstration of ability to perform work;

(c) Leadership structure;
(d) Project Manager's experience;
(e) Management approach
(f) Financial condition; and
(g) Project ownership.

(2) PROJECT CHARACTERISTICS – Factors to be considered in determining the project characteristics include:

(a) Project definition;
(b) Proposed project schedule;
(c) Operation of the project;
(d) Technology; technical feasibility;
(e) Conformity to laws, regulations, and standards;
(f) Environmental impacts;
(g) Condemnation impacts;
(h) State and local permits; and
(i) Maintenance of the project.

(3) PROJECT FINANCING – Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:

(a) Cost and cost benefit to Augusta, Georgia;
(b) Financing and the impact on the debt burden of Augusta, Georgia or appropriating body;
(c) Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
(d) Opportunity costs assessment;
(e) Estimated cost;
(f) Life-cycle cost analysis;
(g) The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
(h) Such other items as Augusta, Georgia deems appropriate.

In the event that any project is financed through the issuance of obligations that are deemed tax-supported debt of Augusta, Georgia, or if financing such a project may impact Augusta, Georgia's debt rating or financial position, Augusta, Georgia may select its own finance team, source, and financing vehicle.

(4) PROJECT BENEFIT AND COMPATIBILITY – Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:
(a) Community benefits;
(b) Community support or opposition, or both;
(c) Public involvement strategy;

(d) Compatibility with existing and planned facilities; and
(e) Compatibility with local, regional, and state economic development efforts.

(5) OTHER FACTORS – Other factors that may be considered by Augusta, Georgia in the evaluation and selection of competing proposals include:

(a) The proposed cost of the qualifying project;
(b) The general reputation, industry experience, and financial capacity of the private entity;
(c) The proposed design of the qualifying project;
(d) The eligibility of the project for accelerated documentation, review, and selection;
(e) Local citizen and government comments;
(f) Benefits to the public, including financial and nonfinancial;
(g) The private entity's compliance with a local small business enterprise participation plan or good faith effort to comply with the goals of such plan;
(h) The private entity's plans to employ local contractors and residents;
(i) The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
(j) Other criteria that the local government deems appropriate.

Sec. 1-10-75 DEFINITIONS:

For the purpose of Article 7, the following definitions shall apply. With the exception of specifically defined terms set forth herein, all words shall have their ordinary and usual meanings. In the event of conflict, the specific definition set out herein shall presumptively, but not conclusively prevail over the ordinary and usual meanings.

ADVISOR - The Unsolicited Proposals Advisory Committee may contract with external party on a range of issues including commercial, technical and other issues.

ADVISORY COMMITTEE – The Procurement Director shall select the members of the Advisory Committee consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. Designees of the Administrator, Procurement, Finance, Engineering and Compliance Departments and/or designees from other departments may be included depending on the scope of the proposal. The Advisory Committee will assist in the evaluation process.

ASSESSMENT CRITERIA - Criteria upon which the Unsolicited Proposal will be assessed as determined by the Unsolicited Proposals Advisory Committee on a case-by-case basis.

COMPREHENSIVE AGREEMENT - The written agreement between the private entity and Augusta, Georgia required pursuant to the Public-Private Facilities and Infrastructure Act of 2015 ("PPFIA).

DETAILED SUBMISSION - A more detailed submission following approval at the Concept Phase 1.

DEVELOP OR DEVELOPMENT - To plan, design, develop, finance, lease, acquire, install, construct, operate, maintain or expand.

ECONOMIC APPRAISAL - A systematic means of analyzing all the costs and benefits of various ways in which a project objective can be met. It shows:

- Whether the benefits of a project exceed its costs;
- Which option has the highest net benefit; and
- Which option is the most cost effective, where benefits are equivalent.

The preferred approach for a Government project for an economic appraisal is Cost-Benefit-Analysis ("CBA)" and whole of life cost estimates.

EVALUATION COMMITTEE - A committee of representatives established to oversee and assess an Unsolicited Proposal. Also referred to as Unsolicited Proposals Evaluation Committee in Phase 2.

FINANCIAL REVIEW – The Evaluation Committee, together with any independent advisors, shall perform a financial review and analysis of the unsolicited proposal as referred in Phase 2.

GOVERNMENT – Augusta, Georgia

INDEPENDENT ADVISOR - An individual with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal.

INTELLECTUAL PROPERTY ("IP") - Inventions, original designs and practical applications of good ideas protected by law through copyright, patents, registered designs, circuit layout rights and trademarks, also trade secrets, proprietary know-how and other confidential information protected against unlawful disclosure by common law and through additional contractual obligations such as Confidential Agreements.

INTERIM AGREEMENT - An agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

LETTER OF INTEREST ("LOI") - Cover letter attached to the initial submission made by the Proposer to initiate the Phased Process for Unsolicited Proposals.

LOCAL GOVERNMENT - Any county, municipality, consolidated government, or board of education. For purposes of this Article, Augusta, Georgia Consolidated Government.

PHASE PROCESS - Augusta, Georgia's six-phase process of validating, evaluating and awarding projects that are initiated by Unsolicited Proposals.

PROPOSER - Any person or organization that submits the Unsolicited Proposal except for Augusta, Georgia's agencies and departments.

PRIVATE ENTITY - Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

QUALIFYING PROJECT - Any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA, subsequently reviewed, and approved by a local government, that has a public purpose or public need, as determined by the local government. A "qualifying project" shall not include and shall have no application to any project involving:

(1) The generation of electric energy for sale pursuant to Chapter 3 of Title 46 of the Official Code of Georgia Annotated;

(2) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated;

(3) Cable and video services pursuant to Chapter 76 of title 36 of the Official Code of Georgia Annotated; or

(4) Water reservoir projects as defined in paragraph (10) of OCGA §12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

REVENUE - All revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

STATE - The State of Georgia.

TRANSACTION PHASE - Transaction Phase may involve, subject to the delivery model, procurement phase followed by contract negotiations and execution. Note, public, community and stakeholder consultations may occur during the Transaction Phase.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

Phase V

INTERIM AND COMPREHENSIVE AGREEMENTS.

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the local government. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The local government may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the local government and the selected proposer with regard to the project.

(1) Interim Agreement Terms.

The scope of an interim agreement may include but is not limited to:

(a) Project planning and development;

(b) Design and engineering;

(c) Environmental analysis and mitigation;

(d) Survey;

(e) Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;

(f) Establishing a process and timing of the negotiation of the comprehensive agreement; and

(g) Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

Phase VI

(2) Comprehensive Agreement Terms.

The scope of the comprehensive agreement shall include but not be limited to:

(a) A thorough description of the duties of each party in the completion and operation of the qualifying project;

(b) Dates and schedules for the completion of the qualifying project;

(c) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;

(d) Any reimbursements to be paid to the local government for services provided by the local government;

(e) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;

(f) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(g) Delivery of performance and payment bonds in the amounts required in AUGUSTA, GA Code Section(s) 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;

(h) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(i) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;

(j) The filing of appropriate financial statements to the local government on a periodic basis; and

(k) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government, including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with OCGA § 36-91-116.

The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of the PPFIA and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

APPENDICES

The following appendices contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

Every proposer will follow the guidelines stated in this manual.

Appendix A: Fee Schedule

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as required in AUGUSTA, GA CODE Sec. 1-10-70.

Unsolicited Proposals will be subject to two types of review fee: a) the initial proposal processing fee; and, b) detailed evaluation fee. Both fees must be paid by cashier's check made payable to Augusta, Georgia.

The initial proposal-processing fee is $100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< Million	$5 000
$1 Million - $20 Million	$10 000
$20 Million - $50 Million	$20,000
$50 Million - $100 Million	$35 000
$100 Million - $50 Million	$60 000
$250 Million - $500 Million	$85 000
$500 Million - $1 Billion	$110,000
> Billion	TBD

These amounts are subject to annual adjustment to reflect inflation or in response to market conditions. The current fees will be updated as necessary and available on Augusta, Georgia's website.

For any unsolicited proposal of the development of a project received by Augusta, Augusta. Georgia may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

A private entity assumes all risk in submission of a proposal or unsolicited proposal and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Appendix B: References

SAMPLE REFERENCE SHEET

Your Name
Street address
City, state, and zip
Telephone Number(s)
e-mail address

REFERENCES

Name of reference
Title at his or her organization
Organization Name
Street address
City, state, and zip
Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
Skills/projects of your that this reference might discuss (optional)

Name of reference
Title at his or her organization
Organization Name
Street address
City, state, and zip
Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
Skills/projects of your that this reference might discuss (optional)

Name of reference
Title at his or her organization
Organization Name
Street address
City, state, and zip
Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
Skills/projects of your that this reference might discuss (optional)

Name of reference
Title at his or her organization
Organization Name
Street address
City, state, and zip
Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
Skills/projects of your that this reference might discuss (optional)

Appendix C: Letter of Interest Template

[Date]

Director of Procurement
Unsolicited Proposals
535 Telfair Street – Suite 605
Augusta, Georgia 30901

RE: UNSOLICITED PROPOSAL – LETTER OF INTEREST –

PROJECT NAME:

Dear Sir/Madam,

[Letter to contain brief detail of the following:

- Individual/organization introduction;
- Proposal idea/concept;
- Total estimated investment for the project;
- Value proposition to Augusta, Georgia ; and
- Contact details.]

Sincerely,

[Signature]

[Name & Title]
[Organization]

Appendix D: Declaration to Abide by Process

Date	
Name	
Organization	
To	
In relation to the	

Declaration

I,_____, [insert full name]

_____

[Insert organization and address] agree and acknowledge that I abide by the process outlined in this document including the following:

- No intellectual property transfer to Augusta, Georgia at the Concept Submission, any material presented will be at my discretion;
- No approaches will be made to the Board of Commission or other officers within Augusta, Georgia prior, during and after the Phased Process relating to an Unsolicited Proposal; and
- In the event of a rejected proposal, no further approaches are made to Augusta, Georgia regarding the Unsolicited Proposal until at least 18 months have transpired since the Concept Submission.

Executed as a Deed

Signed, seal and delivered

Signature of Declarant	
Name of Declarant	
Signature of Witness	
Name of Witness	

Appendix E: Unsolicited Proposals Briefing Note Template

[Date]

[Ref]

[Unsolicited Proposal Title]

[Unsolicited Proposal Summary]

Decision Matrix

Criteria	No	Yes
1. Does the proposal directly conflict with a stated Government policy position?		
2. Is there an existing Government process/procedure in place to manage this proposal?		
3. Is the proposal unique in its value offering to justify a dedicated process?		
4. Does the proposal inhibit or stifle competition in Augusta, Georgia Procurement Code?		
5. Does the proposal require a change to or impact the Government in a way that can be considered too complex or inhibits Government's ability to complete it in a timely manner?		
6. Has the proposal been rejected before by Government? Has the proposal or context materially changed?		

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Additional attendance by other Directors whose directorates are materially impacted by the unsolicited proposal; and/or
- Request input/advice from other Directors whose directorates are broadly impacted by the unsolicited proposal; and/or
- Request input/advice from Commission Committee for Unsolicited Proposals that have a whole-of- government impact; and/or
- Any clarification or information requirements to be sought from the Proponent.] [Note: this appendix is for content guidance only]

Appendix F: Strategic Review Scoring Sheet Template

At the Unsolicited Proposals Evaluation the Committee's discretion, they may utilize scoring sheets as part of the assessment of whether a Concept Submission should proceed to Detailed Submission (Phase 2).

A holistic approach should be adopted when scoring a Concept Submission and consider, amongst other things:

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed. A scoring sheet template has been provided to assist with a strategic Multi Criteria Assessment.

Scoring Criteria	1	2	3	4	5
1. Does the proposal strategically align with current Government policy and objectives? (1 = Weak; 5 = Strong)					
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) (1 = No benefits; 5 = High benefits)					
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) (1 = High impact; 5 = No impact)					
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? (1 = No revenues; 5 = Substantial revenues)					
5. Does the Committee believe that the proposal will likely have an impact on the community? (1 = Negative impact; 5 = Positive impact)					
6. Does the Committee believe that the proposal will likely have an impact on the environment? (1 = Negative impact; 5 = Positive impact)					
7. Are the risks associated with the proposal acceptable to Government? (1 = Not acceptable; 5 = Acceptable)					
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? (1 = Not achievable; 5 = Achievable)					
9. Intuitively, does the Committee believe that the proposal may be viable but lack					

Scoring Criteria	1	2	3	4	5
adequate information to make a decision? (1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required)					
10. Does this proposal represent a value proposition that the Government should consider? (1 = No; 5 = Yes)					

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Any clarification or information requirements to be sought from the Proponent.]

Appendix G: Advertisement to Public to receive Unsolicited Proposals Template

Time Period for Receiving Unsolicited Proposals and Format for Submissions.

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

Geri A. Sams, Director
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

Please submit six (6) copies and one unbound copy of the proposal.

All questions must be submitted in writing by fax to 706 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA"). Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.
Note: **"Unsolicited Proposal"** means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

The format and information to be included in any unsolicited proposal can be found:

http://www.augustaga.gov/unsolicitedproposal

Publish:
Legal Organ: Augusta Chronicle 9/21, 28; 10/5, 12, 19 and 26, 2017
Metro Courier: 9/27
Electronic Means: Onvia (Demand Star) 9/21 thru opening
Internet Website: ARCBid www.augustaga.gov
Georgia Procurement Registry: 9/21 thru opening

cc: Commissioners
Janice Allen Jackson, Administrator
Chester Brazzell,
Deputy Administrator

Appendix H

Criteria for Evaluation
Request for Proposals Template

PHASE 1

RFP - Evaluation/Scoring Guidelines

The evaluator/evaluation committee will consider the following guidelines in awarding points to the evaluation criteria and the evaluations of the referenced questions.

Superior: 675 – 750 Points exceptional – completely and comprehensively meets all of the requirements of the RFP; may provide additional information or cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to Augusta, Georgia.

Good Response: 600 – 674 Points clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the category or categories with no deficiencies noted.

Fair Response: 525 – 599 Points minimally meets most requirements of the RFP. Respondent/Offeror(s) demonstrated some ability to comply with guidelines and requirements of the category or categories, but knowledge of the subject matter is limited.

Failed Response: 0 – 524 Points does not meet the requirements of the RFP. Respondent/Offeror(s) has not demonstrated sufficient knowledge of the subject matter.

Note: Respondent/Offeror(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.

PHASE 2

Selection. After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of Augusta, Georgia prior to submitting a request for proposal for such qualifying project. The evaluation committee of the Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

(1) Project Financing
(2) Qualifications and Experience
(3) Project Characteristics
(4) Project Benefit and Compatibility
(5) Other Factors
(6) References

Selection.

The evaluation committee and advisor, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Appendix H
Sample Evaluation Form

Unsolicited Proposal Number: UP# **Date Received:**

Project Name:

Date of acknowledgement of receipt of the unsolicited proposal:

Date accept the unsolicited proposal:

Date reject the unsolicited proposal:

Date of Vendor's notification of decision:

	Yes	No
Fee Enclosed: One Hundred Dollar Cashier Check payable to: Augusta, Georgia		
Package submitted by the deadline		

Advisory Committee Review

Phase I Review

Submittal and Quality of RFP MUST PASS A thru I FOR CONTINUED CONSIDERATION	Pass	Fail
a) Project description,		
b) Project feasibility statement		
c) Proposed project schedule,		
d) Project financing plan		
e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data,		
f) Description of any anticipated public support or opposition		
g)Qualifications and experience		
h) Names and addresses of persons who may be contact(See Appendix B)		
i) Any additional information pertinent information as determined by the proposer or as requested by Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA").		

Committee Members: **Independent Advisor(s)**

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal. **The Process ends until the fee is received.**

FEE AMOUNT $ (see Appendix A)

Appendix H - Page 2 of 3
Sample Evaluation Form
Unsolicited Proposal Number: UP#
Project Name:
Date of Evaluation: **Recommendation Date to Committee:**

The Evaluation Committee and Independent Advisors shall perform the following financial review and analysis of the unsolicited proposal:

(a) A cost-benefit analysis;		
(b) Evaluation of the public need for or benefit derived from the qualifying project;		
(c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;		
(d) Evaluation of the source of funding for the project;		
(e) Consideration of plans to ensure timely development or operation;		
(f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and		
(g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.		

Committee Members: **Independent Advisor(s)**

Comments:

The Advisor(s) representing the Evaluation Committee (EC) shall make a recommendation to the governing body of Augusta, Georgia to reject or accept the unsolicited proposal. Any Advisor(s) and those members of the EC should be present to address any questions.

Appendix H - Page 3 of 3
Sample Evaluation Form
Unsolicited Proposal Number: UP#
Project Name:
Date of Evaluation:

Recommendation Date to Commission: Approved or Rejected (Circle One)

Posting and Publishing Notice of the Opportunity to Offer Competing Proposals (if approved)

REQUEST FOR PROPOSAL NO:
(add RFP in front of the UP# - RFPUP17-001)

Advistisement

Advertised a minimum of two times, with the first advertisement occurring at least ninety days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six weeks from the first advertisement.

Date: First Advertisement: Second Advertisement:

Procedures for Processing, Review and Consideration of Competing Proposals (see Appendix I)

(a) Project financing	300	
(b) Qualifications and experience	160	
(c) Project Characteristics	100	
(d) Project Benefit and Compatibility	90	
(e) Other Factors	60	
(f) References	40	
Total Score	750	

Comments

Name of Evaluator: Date:

Appendix I

Submission Checklist

All unsolicited proposals should cover the points discussed in this guide. All unsolicited proposals should cover the points discussed in this guide. *Please submit six (6) copies one bound and one unbound copy of the proposal.* Unsolicited proposals should be signed by an authorized official of the proposing organization or by the proposer if submitted by an individual.

Elaborate proposals or presentations are not desired. Each applicant should review the submission to ensure that all data necessary for critical evaluation is included initially. Correspondence generated by omission of essential items delays processing of proposals. The following is a list of essential items that an unsolicited proposal should contain.

The checklist below provides guidance for the issues Proposers can cover when submitting an Unsolicited Proposal.

Proposal will be accepted only at the time and place listed below:

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

Geri A. Sams, Director
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

General Requirements

A private entity assumes all risk in submission of an unsolicited proposal, and a Local Government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Private entities are solely responsible for all costs and expenses of any nature associated with preparing or submitting an Unsolicited Proposal, including attending preliminary meetings and providing supplemental information. Augusta, Georgia assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties preparing or submitting an Unsolicited Proposal. Under no circumstances will Augusta, Georgia or any of their agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by a private entities, whether or not selected for negotiations, in developing, preparing and submitting its Proposal or negotiating an Agreement. In no event shall Augusta, Georgia be bound by, or liable for, any obligations with respect to such proposals until such time (if at all) as an Agreement, in form and substance satisfactory to Augusta, Georgia, has been authorized and executed by Augusta, Georgia and, then, only to the extent set forth therein.

Augusta, Georgia shall charge and retain an *initial proposal processing* fee equal to $100 to be paid by the proposer prior to the review of an unsolicited proposal. Please submit in a separate envelope with the submittal

a cashier check made payable to: Augusta, Georgia Consolidated Government. Marked: Fee for Unsolicited Proposal Review.

Concept Submission Requirements

It is recommended that the submission be kept concise and brief in the form of a proposal overview to allow the Advisory and Evaluation Committees to respond in a timely manner, and stay within a 45 minute presentation (Opional) should it progress pass the filtering process.

The following document limits apply to the Concept Submission:

- ✓ Word Processing (e.g. MS Word) – up to 40 pages (portrait)
- ✓ Presentation Processing (e.g. MS PowerPoint) – up to 30 slides (landscape)
- ✓ No less than 10 point font
- ✓ Normal document margins

Format for Submissions. Initial Unsolicited proposals shall contain, at a minimum, the following information:

Cover Page
Basic Information
1. Name and address of submitter.
2. Proposal submission date.
3. Type of business (indicate whether profit, nonprofit, educational, small business, woman- owned, socially and economically disadvantaged, or other).
4. Proposed starting date and estimated period of performance.
5. Period for which proposal is valid (minimum of six months from date of submission)..
6. Names and telephone numbers of the proposer's primary business and technical personnel whom Augusta, Georgia may contact for evaluation or negotiation purposes.
7. Signature of person authorized to contractually represent the individual or organization.
8. List of other Federal, State, or local government agencies or private organizations to which the proposal has been submitted and/or those funding the proposed effort.
9. Statement that the proposal may, or may not, be subjected to external review. (See "Georgia Open Record Code")
10. Statement that the proposal does/does not contain proprietary information.

All Unsolicited proposals must be tabbed alphabetically as listed below (see Phase I and II):

Tab.

Signed Declaration to Abide by Process (**Appendix D**)

(a) Project description
(b) Project feasibility statement
(c) Proposed project schedule
(d) Project financing plan
(e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data
(f) Description of any anticipated public support or opposition
(g) Qualifications and experience
(h) Names and addresses of persons who may be contact and
(g) Any additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be

derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

In addition to the general requirements as stated above, the following list provides additional information requirements for the Detailed Submission (Phase 2).

It is recommended that the Detailed Submission be in the form of a fully developed business case. It should provide a comprehensive and compelling case to support the Unsolicited Proposal, and where possible, provide quantified supporting evidence to allow for a robust evaluation by the Evaluation Committee against the guiding principles and objectives.

Request for Proposal (RFP) Detailed Submission Requirements

In addition to the general requirements, the list below provides additional information requirements for the Concept Submission (Request for Proposal):

Letter of Interest (**Appendix C**)
Signed Declaration to Abide by Process (**Appendix D**)

(a) Project Financing
- Cost and cost benefit to the local government;
- Financing and the impact on the debt burden of the local government or appropriating body;
- Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
- Opportunity costs assessment;
- Estimated cost;
- Life-cycle cost analysis;
- The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
- Such other items as the local government deems appropriate.

(b) Qualifications and Experience
- Experience with similar projects;
- Demonstration of ability to perform work;
- Leadership structure;
- Project manager's experience;
- Management approach;
- Financial condition; and
- Project ownership.

(c) Project Characteristics
- Project definition;
- Proposed project schedule;
- Operation of the project;
- Technology; technical feasibility;
- Conformity to laws, regulations, and standards;
- Environmental impacts;
- Condemnation impacts;
- State and local permits; and
- Maintenance of the project.

(d) Project Benefit and Compatibility
- Community benefits;
- Community support or opposition, or both;
- Public involvement strategy;
- Compatibility with existing and planned facilities; and

- Compatibility with local, regional, and state economic development efforts.

(e) Other Factors
- The proposed cost of the qualifying project;
- The general reputation, industry experience, and financial capacity of the private entity;
- The proposed design of the qualifying project;
- The eligibility of the project for accelerated documentation, review, and selection;
- Local citizen and government comments;
- Benefits to the public, including financial and nonfinancial;
- The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
- The private entity's plans to employ local contractors and residents;
- The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
- Other criteria that the local government deems appropriate

(f) References

(g) Case for change
- What problem and/or opportunity is the proposal trying to address?
- What evidence is there to support this?
- Why does this need to be addressed now?

(h) Strategic alignment
- How does the proposal meet the principles and objectives outlined in this policy document?

(i) Risks
- What are the key risks of the proposal?
- How can they be managed within reason?

(j) Objectives of the proposal

(k) Unique elements of the proposal
- Intellectual property or genuinely innovative ideas
- Ownership of real property
- Ownership of software or technology offering a unique benefits
- Unique financial arrangement
- Unique ability to deliver a strategic outcome
- Other demonstrably unique elements

Augusta
GEORGIA

Guidelines for Unsolicited Proposals

APPENDIX J

PARTNERSHIP FOR PUBLIC FACILITIES AND INFRASTRUCTURE ACT

Senate Bill 59

By: Senators Hill of the 6th, Mullis of the 53rd, Gooch of the 51st, Beach of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED

AN ACT

To amend Title 36 of the Official Code of Georgia Annotated, relating to local government, and Title 50 of the Official Code of Georgia Annotated, relating to state government, so as to provide for definitions; to provide guidelines for projects; to create the Partnership for Public Facilities and Infrastructure Act Guidelines Committee and to provide for its membership, terms, allowances, duties, and support; to provide for the manner by which projects may be initiated; to provide for the approval process for projects; to provide for evaluation criteria and review; to provide for agreements; to provide for default and remedies; to provide for financing and grants; to provide for service contracts; to provide for the dedication of certain property interests; to provide for sovereign immunity; to provide for police powers; to provide for application of open meetings and open records laws; to provide a short title; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

This Act shall be known and may be cited as the "Partnership for Public Facilities and

Infrastructure Act."

SECTION 2.

Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended by adding a new article to Chapter 91, relating to public works bidding, to read as follows:

"ARTICLE 5

36-91-110.

As used in this article, the term:

(1) 'Comprehensive agreement' means the written agreement between the private entity and the local government required by Code Section 36-91-115.

(2) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, install, construct, operate, maintain, or expand.

(3) 'Local authority' means any local authority created pursuant to a local or general Act of the General Assembly, including a joint public instrumentality.

(4) 'Local government' means any county, municipality, consolidated government, or board of education.

(5) 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

(6) 'Qualifying project' means any project selected in response to a request from a local government or submitted by a private entity as an unsolicited proposal in accordance with this article and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need. This term shall not include and shall have no application to any project involving:

(A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

(B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

(C) Cable and video services pursuant to Chapter 76 of this title; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, which shall be governed by Article 4 of this chapter.

(7) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

(8) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

36-91-111.

(a) The Partnership for Public Facilities and Infrastructure Act Guidelines Committee is established to prepare model guidelines for local governments in the implementation of this article.

(b) The committee shall be composed of ten persons. Except for the local government officials or staff appointed to the committee, each committee member shall have subject matter expertise in architecture, construction management, engineering, finance, or real estate development. These appointments shall be made as follows:

(1) The following members shall be appointed by the Governor:

(A) One member or employee of a county governing authority;

(B) One member or employee of a municipal governing authority;

(C) One member or employee of a local board of education; and

(D) One licensed member of the State Bar of Georgia with expertise in representing local government in public works construction.

(2) The following members shall be appointed by the Speaker of the House of Representatives, provided that one of these appointees shall have expertise in working with local government:

(A) One member of the business community with expertise in construction management employed by a firm with less than $25 million in annual revenue;

(B) One member of the business community who is a licensed architect; and

(C) One member of the business community with expertise in real estate development; and

(3) The following members shall be appointed by the Lieutenant Governor, provided that one of these appointees shall have expertise in working with local government:

(A) One member of the business community with expertise in construction management employed by a firm with more than $25 million in annual revenue;

(B) One member of the business community who is a licensed professional engineer; and

(C) One member of the business community with expertise in finance.

(c) The terms of these committee appointments shall be for two years. At least three of these appointees shall reside outside of the Augusta, Georgiapolitan Atlanta area. The appointments shall be made as soon as feasible, but not later than August 1, 2015. The committee shall meet once a month or as needed and shall issue model guidelines to local governments no later than July 1, 2016. Such guidelines shall be updated every two years. The members of the committee shall elect a chairperson and a vice chairperson who shall serve for two-year terms in such office.

(d) Citizen members shall receive a daily expense allowance in the amount specified in subsection (b) of Code Section 45-7-21 as well as the mileage or transportation allowance authorized for state employees.

(e) Staff support shall be provided by the Department of Administrative Services, the Governor's office, and the Office of Planning and Budget.

36-91-112.

(a) Prior to executing any comprehensive agreement for the development or operation of a qualifying project pursuant to an unsolicited proposal received by a local government under this article, the local government shall adopt either:

(1) The model guidelines from the Partnership for Public Facilities and Infrastructure Act Guidelines Committee; or

97 97 (2) Its own guidelines as a policy, rule, regulation, or ordinance, which shall contain each
98 98 of the factors identified in subsection (b) of this Code section.
99 (b) The model guidelines shall include, at a minimum, the following:
100 (1) The period of time each calendar year when the local government will consider
101 receiving, processing, reviewing, or evaluating unsolicited proposals for qualifying
102 projects, and such limited time period shall be established within the sole discretion of
103 the local government;
104 (2) Procedures for the financial review and analysis of an unsolicited proposal that may
105 include:
106 (A) A cost-benefit analysis;
107 (B) Evaluation of the public need for or benefit derived from the qualifying project;
108 (C) Evaluation of the estimated cost of the qualifying project for reasonableness in
109 relation to similar facilities;
110 (D) Evaluation of the source of funding for the project;
111 (E) Consideration of plans to ensure timely development or operation;
112 (F) Evaluation of risk sharing, including cost or completion guarantees, added value,
113 or debt or equity investments by the private entity; and
114 (G) Consideration of any increase in funding, dedicated revenue source, or other
115 economic benefit that would not otherwise be available;
116 (3) Criteria for determining any fees authorized in Code Section 36-91-113 that the local
117 government elects to charge the private entity for the processing, review, and evaluation
118 of an unsolicited proposal;
119 (4) A requirement for the issuance of a request for proposals upon a decision by the local
120 government to proceed with a qualifying project pursuant to an unsolicited proposal;
121 (5) Procedures for posting and publishing notice of the opportunity to offer competing
122 proposals;
123 (6) Procedures for the processing, review, and consideration of competing proposals, and
124 the period for the processing, review, and consideration of competing proposals shall not

be less than 90 days;

(7) Procedures for determining whether information included in an unsolicited proposal shall be released as part of any request for proposals to ensure fair competition; and

(8) Procedures for identifying and appointing an independent owner adviser to the local government with expertise in architecture, engineering, or construction management to assist in the evaluation of an unsolicited proposal and to serve as owner adviser to the local government if the local government chooses to pursue any ensuing solicited bid process. The local government shall not be obligated to engage such services.

36-91-113.

(a) If a local government adopts a rule, regulation, or ordinance affirming its participation in the process created in this article, a private entity may submit an unsolicited proposal for a project to the local government for review and determination as a qualifying project in accordance with the guidelines established by the local government. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

(4) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; a description of user fees, lease payments, and other service payments over the term of the comprehensive agreement pursuant to Code Section 36-91-115; and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;

(5) A business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data;

(6) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal; and

(7) Such additional material and information as the local government may reasonably request.

(b) For any unsolicited proposal of the development of a project received by a local government, the local government may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(d) A private entity assumes all risk in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a local government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss

of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

36-91-114.

(a) The local government may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 36-91-113 as a qualifying project. Determination by the local government of a qualifying project shall not bind the local government or the private entity to proceed with the qualifying project.

(b) Upon the local government's determination of a qualifying project as provided in subsection (a) of this Code section, the local government shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the local government shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The local government shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the local government's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the local government deems appropriate.

(d) After ranking the proposals, the local government shall begin negotiations with the first ranked private entity. If the local government and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the local government may conduct negotiations with the next ranked private entity. This process shall continue until the local government either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before the full execution of a comprehensive agreement, the local government may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this article shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the local government to take action that would impact the debt capacity of the State of Georgia or any local government. The credit of this state shall not be pledged or loaned to any private entity. The local government shall not loan money to the private entity in order to finance all or a portion of the qualifying project. A multiyear lease entered into by a local government which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

36-91-115.

(a) The comprehensive agreement entered into between the local government and the private entity selected in accordance with this article shall include:

(1) A thorough description of the duties of each party in the completion and operation of the qualifying project;

(2) Dates and schedules for the completion of the qualifying project;

(3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;

(4) Any reimbursements to be paid to the local government for services provided by the local government;

(5) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;

(6) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the local government on a periodic basis; and

(11) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government.

including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with Code Section 36-91-116.

(b) The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of this article and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

36-91-116.

(a) In the event of a material default by the private entity, the local government may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 36-91-115.

(b) The local government may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project subject to statutory limitations on the availability of future appropriated or otherwise unobligated funds.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this article. Any local government having the power of condemnation under state law may exercise such power of

condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the local government elects to take over a qualifying project pursuant to subsection (b) of this Code section, the local government may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

36-91-117.

All power or authority granted by this article to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this article shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a local government elects to proceed under this article.

36-91-118.

Nothing in this article shall be construed as or deemed a waiver of the sovereign or official immunity of any local government or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

36-91-119.

(a) Local governments that proceed with procurement pursuant to competitive sealed bidding as defined in Code Section 36-91-2, or any other purchasing options available under current law, shall not be required to comply with this article.

(b) Nothing in this article shall apply to or affect the State Transportation Board, the 3 15 Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this article shall abrogate the obligations of a local government or private entity to comply with the public meetings requirement in accordance with Chapter 14 of Title 50 or to disclose public information in accordance with Article 4 of Chapter 18 of

Title 50."

SECTION 3.

Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended by adding a new chapter to read as follows:

"CHAPTER 5C

50-5C-1.

As used in this chapter, the term:

(1) 'Affected local jurisdiction' means any county, municipality, or school district in which all or a portion of a qualifying project is located.

(2) 'Comprehensive agreement' means the written agreement between the private entity and the responsible public entity required by Code Section 50-5C-5.

(3) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, install, construct, operate, maintain, or expand.

(4) 'Person' means an individual, corporation, partnership, trust, association, or other legal entity.

(5) 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

(6) 'Public entity' means a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, including the Board of Regents of the University System of Georgia as well as a local government or local authority.

(7) 'Qualifying project' means any project submitted by a private entity as an unsolicited proposal in accordance with this chapter and subsequently reviewed and approved by a responsible public entity, within its sole discretion, as meeting a public purpose or public need. This term shall not include and shall have no application to any project involving:

(A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46; (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46; (C) Cable and video services pursuant to Chapter 76 of Title 36; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36.

(8) 'Responsible public entity' means a public entity that has the power to contract with a private entity to develop an identified qualifying project. For any unsolicited proposal for a project at one or more institutions of the University System of Georgia, the responsible public entity shall be the Board of Regents of the University System of Georgia or its designees. For any unsolicited proposal for a project for one or more state government entities, other than an institution of the University System of Georgia, the responsible public entity shall be the State Properties Commission.

(9) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

(10) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a responsible public entity and is not in response to any request for proposal issued by a responsible public entity.

50-5C-2.

For any qualifying project undertaken by the State Properties Commission, the Georgia State Financing and Investment Commission shall be solely authorized to develop guidelines for this process. For any qualifying project undertaken by the University System of Georgia, the Board of Regents of the University System of Georgia shall be solely authorized to develop guidelines for this process.

50-5C-3.

(a) Between May 1 and June 30 of each year, a private entity may submit an unsolicited proposal for a project to the responsible public entity for review and determination as a qualifying project in accordance with the guidelines established by Code Section 50-5C-2. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of

such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the public and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

(4) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; a description of user fees, lease payments, and other service payments over the term of the comprehensive agreement pursuant to Code Section 50-5C-5; and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;

(5) A business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data;

(6) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal; and

(7) Such additional material and information as the responsible public entity may reasonably request.

(b) For any unsolicited proposal for the development of a project received by a responsible public entity, the private entity shall reimburse the responsible public entity for the actual costs incurred to process, review, and evaluate the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) Any private entity submitting an unsolicited proposal under subsection (a) of this Code section to a responsible public entity shall also notify each affected local jurisdiction by furnishing a copy of its unsolicited proposal to each affected local jurisdiction.

(d) Each affected local jurisdiction that is not a responsible public entity for the respective project may, within 45 days after receiving such notice, submit any comments regarding the unsolicited proposal it may have in writing to the responsible public entity and indicate whether the project is compatible with local plans and budgets. A project shall be consistent with zoning and land use regulations of the responsible public entity and each affected local jurisdiction.

(e) The responsible public entity may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the responsible public entity rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(f) A private entity assumes all risks in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a responsible public entity shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

50-5C-4.

(a) The responsible public entity may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 50-5C-3 as a qualifying project. Determination by the responsible public entity of a qualifying project shall not bind the responsible public entity or the private entity to proceed with the qualifying project.

(b) Upon the responsible public entity's determination of a qualifying project as provided in subsection (a) of this Code section, the responsible public entity shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the responsible public entity shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The responsible public entity shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the responsible public entity deems appropriate.

(d) After ranking the proposals, the responsible public entity shall begin negotiations with the first ranked private entity. If the responsible public entity and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the responsible public entity may conduct negotiations with the next ranked private entity. This process shall continue until the responsible public entity either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before full execution of a comprehensive agreement, the responsible public entity may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this chapter shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the responsible public entity to take action that would impact the debt capacity of the State of Georgia. The credit of this state shall not be pledged or loaned to any private entity. The responsible public entity shall not loan money to the private entity in order to finance all or a portion of the qualifying project. All power or authority granted by this chapter to public entities shall be in addition to and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter. A multiyear lease entered into by the state as lessee under this Code section which is not terminable at the end of each fiscal year during the term of the lease shall be subject to and comply with the provisions of Code Section 50-16-41, specifically including compliance with any multiyear contract value authority adopted by the Georgia State Financing and Investment Commission for each fiscal year.

50-5C-5.

(a) The comprehensive agreement entered into between the responsible public entity and the private entity selected in accordance with this chapter shall include:

(1) A thorough description of the duties of each party in the completion and operation of the qualifying project;

(2) Dates and schedules for the completion of the qualifying project;

(3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;

(4) Any reimbursements to be paid to the responsible public entity for services provided

by the responsible public entity;

(5) A process for the review of plans and specifications for the qualifying project by the responsible public entity and approval by the responsible public entity if the plans and specifications conform to reasonable standards acceptable to the responsible public entity;

(6) A process for the periodic and final inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 13-10-40, 13-10-41, and 13-10-60 and in a form acceptable to the responsible public entity for those components of the qualifying project that involve construction, and bonds, letters of credit, or other forms of security acceptable to the responsible public entity for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the responsible public entity accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the responsible public entity to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the responsible public entity on a 5 periodic basis; and

(11) Provisions governing the rights and responsibilities of the responsible public entity and the private entity in the event the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the responsible public entity and the transfer or purchase of property or other interests of the private entity by the responsible public entity, including provisions compliant with state constitutional limitations on public debt.

(b) The comprehensive agreement may include such other terms and conditions that the responsible public entity determines will serve the public purpose of this chapter and to which the private entity and the responsible public entity mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this chapter shall cease, and the qualifying project is dedicated to the responsible public entity.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

50-5C-6.

(a) In the event of a material default by the private entity, the responsible public entity may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 50-5C-5 in accordance with Code Sections 13-10-40 through 13-10-65.

(b) The responsible public entity may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this chapter. Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the responsible public entity elects to take over a qualifying project

pursuant to subsection (b) of this Code section, the responsible public entity may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

50-5C-7.

All power or authority granted by this chapter to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general or special law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter.

50-5C-8.

Nothing in this chapter shall be construed as or deemed a waiver of the sovereign or official immunity of any responsible public entity or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

50-5C-9.

Any law enforcement officers of the public entity shall have the same powers and jurisdiction within the portion of such qualifying project as they have in their respective areas of jurisdiction, and such law enforcement officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

50-5C-10.

(a) Responsible public entities that proceed with procurement pursuant to competitive sealed bidding pursuant to Code Section 50-5-67, or any other purchasing options available to them under current law, shall not be required to comply with this chapter.

(b) Nothing in this chapter shall apply to or affect the State Transportation Board, the Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this chapter shall abrogate the obligations of a responsible public entity or

private entity to comply with the public meetings requirement in accordance with Chapter 14 of this title or to disclose public information in accordance with Article 4 of Chapter 18 of this title."

SECTION 4.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 5.

All laws and parts of laws in conflict with this Act are repealed.

Augusta
GEORGIA

Frequently Asked Question:

1. What is an unsolicited proposal?

A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

A "qualifying project" as defined broadly under the PPFIA. Specifically, the PPFIA defines a "qualifying project" as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need.

2. What is NOT an unsolicited proposal?

Projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

- "Advertising material" - Material designed to acquaint the Government with a prospective contractor's present products, services, or potential capabilities, or designed to stimulate the Government's interest in buying such products or services.
- "Commercial item offer" - An offer of a commercial item that the vendor wishes to see introduced in the Government's supply system as an alternate or a replacement for an existing supply item. This term does not include innovative or unique configurations or uses of commercial items that are being offered for further development and that may be submitted as an unsolicited proposal.
- "Contribution" - A concept, suggestion, or idea presented to the Government for its use with no indication that the source intends to devote any further effort to it on the Government's behalf.

3. What constitutes a valid unsolicited proposal?

A valid unsolicited proposal must-

- Be innovative and unique;
- Be independently originated and developed by the offerer. Unsolicited proposals in response to a publicized general statement of agency needs are considered to be independently originated;
- Be prepared without Government supervision, endorsement, direction, or direct Government involvement;
- Include sufficient detail to permit a determination that Government support could be worthwhile and the proposed work could benefit the agency's research and development or other mission responsibilities;
- Not be an advance proposal for a known agency requirement that can be acquired by competitive methods, and
- Not address a previously published agency requirement.

4. What information is required on a valid unsolicited proposal?

Please visit http://www.augustaga.gov/679/Procurement for more information.

5. What about identifying and marking proprietary information?

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

6. Does it cost anything to submit an unsolicited proposal?

Yes, there is a cost (fee)

The initial proposal-processing fee is $100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time, that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< 1 Million	$5 000
$1 Million - $20 Million	$10 000
$20 Million - $50 Million	$20,000
$50 Million - $100 Million	$35 000
$100 Million - $500 Million	$60 000
$250 Million - $500 Million	$85,000
$500 Million - $1 Billion	$110,000
> Billion	TBD

Proponents are expected to meet their own costs as proposals progress through the various stages of the process.

7. How do I submit a formal proposal?

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

8. What format should be used when submitting Unsolicited Proposals?

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Please visit: http://www.augustaga.gov/unsolicitedproposal

9. Will proposals that relate to a matter currently the subject of a competitive tender process be considered?

Under Senate Bill 59 of the Guide states that proposals for projects where a tender process has formally commenced, whether published or not, are unlikely to be considered.

10. Can I submit an unsolicited proposal to another government department/agency other than the Procurement Department?

No, Augusta's Procurement Department will receive all proposals.

11. Why submit an unsolicited proposal if it might be subject to a competitive tender process?

An unsolicited proposal can be a valuable means for communicating innovative ideas to Augusta, Georgia. If a proposal does not satisfy the assessment criteria set out in the Guide but Augusta sees merit in the proposal (or similar), the government may consider offering delivery of the proposal to the market.

In the event that a competitive tender process is considered appropriate, the government will respect any intellectual property of the proponent. The proponent may participate in any procurement process.

Please review the following sections in the Augusta, Code for more details:

SEC. 1-10-72 Request for Proposals

SEC. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to offer competing proposals

12. How long does each stage of the unsolicited proposals process take?

The timeframe for each stage of the unsolicited proposals process is subject to the complexity of the proposal and the number of stakeholders involved.

13. How detailed should the initial submission be?

For the purposes of evaluating a proposal, proponents should complete the required information as listed in stages one and two of the Guidelines and review the Augusta, Georgia Code.

Please visit: http://www.augustaga.gov/unsolicitedproposal

14. Is there a minimum threshold for proposals that can be assessed under the unsolicited proposals guidelines?

No, there is no minimum monetary threshold for proposals that can be assessed. All innovative proposals that address the assessment criteria under the Guide will be considered.

15. My proposal contains commercial-in-confidence information. How will this be treated throughout the unsolicited proposals process?

All unsolicited proposals submitted are confidential unless they reach Stage III of the process where brief details of the proposal will be published on Augusta, Georgia website. However, please note "Georgia Open Records Act" may apply.

See Augusta Code: Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal Georgia Open Record Act

16. My proposal contains details on intellectual property that I hold. How will this be treated throughout the unsolicited proposals process?

Augusta will respect any intellectual property of proponents throughout all stages of the unsolicited proposals process.

17. Can I submit additional documentation (attachments) with my unsolicited proposal?

Proponents are able to submit any additional documentation or material with their unsolicited proposal application, provided that such material is relevant to addressing the questions raised in the Schedule of Information Requirements.

18. Who can I contact after I have made a submission?

Please Contact:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901
Or

E-mail to:
unsolicitedproposal@augustaga.gov

19. My proposal did not proceed to Phase 2. Can I receive feedback on my proposal?

Proponents that are unsuccessful in Phase 2 of the unsolicited proposals process will be given reasons on why Augusta, Georgia has decided not to proceed with their proposal. Feedback will be in accordance with the assessment criteria outlined in the Guidelines.

20. I have submitted a proposal. Can I contact other government departments during the assessment of my proposal?

Proponents are forbidden to contact personnel within the government during the assessment of their proposal, other than the Procurement Director as stated in Question number 14.

Original

Creative Outdoor Advertising of America

2024 UNSOLICITED PROPOSAL

For

Augusta-Richmond County

Unified Government, Georgia





Address:	8875 Hidden River Parkway, Suite 300, Tampa, FL 33637
Email:	JerryPresley@CreativeOutdoor.com
Contact:	Jerry Presley, President – U.S. Division
Phone:	1- 813-955-4903 or 1-800-661-6088 Ext. 703
Date:	December 12 2024

Creative Outdoor COA Established 1984

Original

COA
Creative Outdoor

Augusta-Richmond County Unified Government
Ms. Geri Sams, Director
Procurement Department
535 Telfair Street – Room 605
Augusta, GA 30901

Attention: Unsolicited Proposal

RE: Creative Outdoor Advertising Public Space Amenities Program for the City of Augusta and unincorporated Richmond County

On behalf of Creative Outdoor Advertising of America, Inc. (COA), I am pleased to present this proposal regarding the supply, conversion, installation, and maintenance of a public amenities program with sponsorship rights for the City of Augusta and surrounding unincorporated communities for the benefit of and use by the traveling public. COA believes this proposal creates an opportunity for City leaders to build a more comfortable, convenient traveling experience in a way that is beneficial to all parties involved. It is our intention to provide a public seating program that will exceed the expectations of residents, visitors, and our municipal partners.

COA has forty years of expertise in the Street Amenities business, which has made us the most reliable and efficient on-street advertising firm in business today. COA services over 250 public-private partnership programs with municipal governments and public transit agencies throughout North America. We currently provide marketing, sales and maintenance services to over 18,000 amenities. We effectively manage over 5,000 sponsorship clients- enjoying a 75% advertiser renewal rate, and an 85% occupancy level, which results in a strong program for our municipal and transit partners, the general public and the local sponsoring business community.

The following pages will detail our plan for working in partnership with the Augusta-Richmond County Unified Government to improve amenity services and better serve the community in the coming years. Our proposal features the Avenue and Lexington seating units. COA will supply your community with its choice of amenities in specified locations approved by the Augusta Commission in exchange for the right to sell advertising space to corporate sponsors on these amenities. In return, COA will provide the Augusta-Richmond County Unified Government with a revenue stream created from the sponsorship leases on the units.

We are confident that this proposal will clearly demonstrate COA's proven commitment to partnership and our operational experience, corporate tenure and ability to address the future street furniture needs of the Greater Augusta Community.

Thank you for considering this proposal and please do not hesitate to contact me should you have any immediate questions or comments regarding its contents.

Sincerely,

Jerry R. Presley
President – US Division

Tel: 1.800.661.6088
Fax: 1.866.426.2237
www.CreativeOutdoor.com

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Phone: 800 661 6088
Fax: 866 426 2237
www.CreativeOutdoor.com

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Phone: 800 661 6088
Fax: 866 426 2237
www.CreativeOutdoor.com

Contact Information

COA prides itself on delivering the utmost in customer service to each municipal client it serves. As such, any of our Municipal Relations staff can assist a municipal or transit partner with addressing any questions or concerns relating to our program.

US Headquarters

Address:

8875 Hidden River Pkwy. Suite 300
Tampa, FL 33637

- Phone: 1-800-661-6088
- Fax: 1-866-426-2237
- Email: Municipal@CreativeOutdoor.com

Primary Contact

For information related to this proposal, your contact information is as follows:

- Jerry Presley — President – U.S. Division
- Cell: 1-813-955-4903
- Office: 1-800-661-6088 Ext. 703
- Email: JerryPresley@CreativeOutdoor.com

Confidentiality and Trade Secrets

The information herein is considered proprietary and confidential and is considered Trade Secrets. Particularly information pertaining to:

- The marketing procedures which COA use
- The maintenance procedures which COA use (MDaCS), and
- WebPortLive

Qualifications and Experience

Company Information

• Established	1984
• Incorporation Date	February 14, 1984
• Total Employees	120 Full and Part Time
• Client Renewal Rate	over 75%
• Occupancy Rate	over 85%
• Units in place across North America	> 45,000
• Municipal and Transit partners	> 300

COA is an industry leading innovator in public space street amenities such as seating, waste management, recycling, newspaper and publication dispensary devices, bike racks and other streetscape products.



Current Workload

COA manages Public-Private Partnership programs across North America in over 250 territories in the U.S. and Canada. We currently have street amenity projects operating in 25 states including Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Idaho, Louisiana, Maryland, Massachusetts, Missouri, Mississippi, New Jersey, New York, Ohio, North Dakota, South Carolina, South Dakota, Virgina, Washington, Wisconsin and Wyoming. In 2022, we partnered with new investors to expand our partnership programs to serve all 50-states and grow our presence within our existing markets.

History

COA's only business over the past 40 years has been the successful implementation of unique Public-Private Partnerships that provide local communities with needed public space street amenities at absolutely no cost to taxpayers or the traveling public. By focusing solely on cost-free public space amenity programs, COA has developed lasting, mutually beneficial partnerships with local governments, transit agencies, businesses, advertising firms, transportation stakeholders and the public, which has allowed COA to reach growth rates that are unmatched in today's Out-of-Home advertising industry!

COA's growth has occurred because we are fully committed to building and nurturing mutually beneficial relationships, investing in new technology, ***thoroughly understanding our client base*** and developing operational systems that have created ***a 75% renewal rate and an 85% occupancy rate related to our corporate sponsorship programs***. Collectively, this has translated into an extremely successful organization. It has allowed for ongoing reinvestment in product development and the creation of leading-edge outdoor amenity designs for use by local communities and the businesses that sponsor our programs.

Our record of accomplishment speaks for itself. COA has never negligently lost a municipal contract and has never missed a payment to any municipality, transit authority or designated non-profit beneficiary.

Outstanding Performance

- COA delivers to its advertising clients, 97% of its product on time on all units, and over 99% on pre-installed units
- COA handles every aspect of the commercial client's investment from design to installation
- COA promises production of tough, durable vandal resistant second surface Lexan fronted signage
- COA provides service, cleaning and maintenance of clients sign for the duration of the contract
- COA will identify and refine advertising messages, ensuring only the best suited for its amenities and local area, are put in place
- COA provides as quoted on-time delivery and installation of signs to GPS coded amenity site
- COA provides their clients with expedient delivery of color matches and quality graphics
- COA ensures that both its municipal and commercial clients have up-to-date and accurate information through its interactive secure web and telephone portals
- COA bills advertising clients properly. Any discrepancies are willingly corrected immediately

Nothing is left to the small businessperson, since for the most part they are not accustomed to buying advertising, and they will often "drop the ball". We provide a FULLY managed program intended to make their investment simple and effective!

Financial Stability

Strong capital presence allows COA to master all programs and deliver superior product and service to all its municipal partners.

COA has never taken part in any bankruptcy procedures and has an established bonding facility, and regularly obtains bonds required.



Demonstrated Success

Our success is due to our people. We've seen programs like Palm Beach County, FL go from billing less than $7,000 per month with another provider to billing over $20,000 per month under COA. Orange County, FL went from $23,000 per month to $36,000 per month! Both communities continue to grow in sales each year. COA can tell this story repeatedly, all thanks to our marketing and selling philosophies and practices.

In looking at COA's program from a financial perspective, it becomes evident that the real value is in the revenue generated AND in the *cost savings* offered to our Municipal Partners. COA's "No Cost Amenity" program delivers thousands of dollars in revenues and savings over the term of the contract.

Competitive Advantages

Listed below are some aspects of the program that will set COA apart from the competition.

A State-of-the-Art Proprietary Maintenance Program (MDaCS) - GPS verified and Bar-Coded, our program will provide transparent reporting of service and maintenance activity to municipal and transit partners. **ONLY COA can Offer MDaCS, ADDS and WebPortLive!**

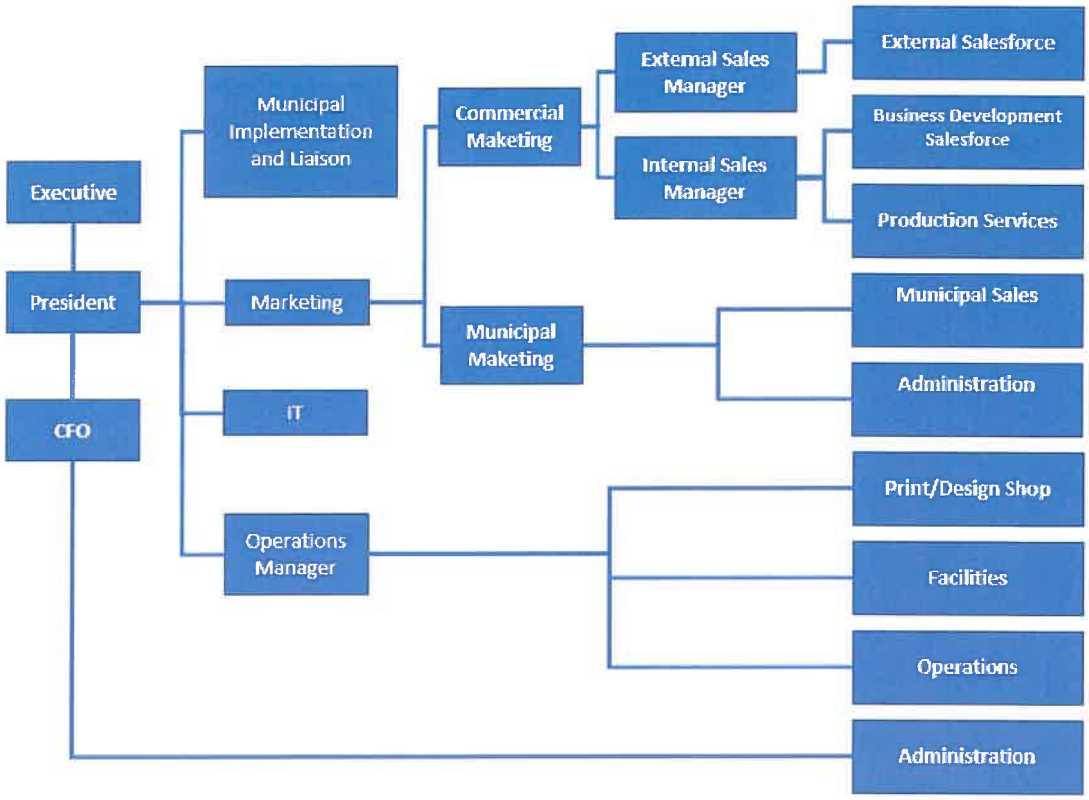
Automatic Data Distribution systems (ADDS) to ensure that people that require information – have it when they need it!

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A Sales/Marketing Program that provides a unique and effective form of advertising solely to small local business owners with 75% Renewal Rate and 85% Occupancy Rate.

Industry Superior Interactive Website (WebPortLive) allows on-line monitoring and contact with COA Municipal Operations.

Organization Chart



COA's Management Team

COA's only business is the successful implementation of Public-Private Partnership Street Amenity and related sponsorship programs. Our offices are fully staffed and are on call 24 hours a day to look after the needs of our municipal clients, the paying customer, and the public. Our management team assumes responsibility for all municipal Partners.

Our product is on the street 24 hours a day, so it's very important that we as contractors are available, and capable of looking after it during that entire period.

Liz Gayford, MBA, CA, Chief Executive Officer & Chief Financial Officer



Mrs. Gayford administers and oversees the day-to-day management of all aspects of COA's business activities in North America. In her role, as CEO, she serves as a critical leader to the organization bridging COA's Municipal, Operations and Sales divisions in a unifying effort to create a seamless corporate environment that ensures the successful implementation of our Public-Private Partnership initiatives, enhances and grows our market share, and strengthens the company's financial outlook so we can maintain and expand our street amenities and revenue programs for decades to come. As a licensed professional Chartered Accountant, Ms. Gayford can manage the financial growth and development of the company including all financial reports, finance and banking.

Jerry Presley, President – U.S. Division

Mr. Presley administers all US Public-Private Partnership programs and serves as a primary contact for all US municipal contract and operational matters. His leadership role is critical to COA''s success in our US market. Mr. Presley has 25 years of expertise in government with specializations in public-private partnerships, government relations, community planning, economic development, transportation & transit infrastructure and public administration. Mr. Presley provides on-going sales and account management expertise to COA's municipal and non-profit partners in the US.

John Apostolopoulos, Director of Municipal Relations

Mr. Apostolopoulos leads COA's Municipal Relations Division and serves as a key member of COA's management team. His focus is to administer, manage, cultivate, and coordinate all municipal partnerships and related contract activities. This includes partnership development, project implementation, and daily management and coordination of all related municipal contract responsibilities. He serves as the primary point of contact for all of COA's municipal & transit agency partners.

Debbie Boyce, Senior Vice President of Sales & Marketing

Ms. Boyce is a key member of COA's leadership team. Her focus is to administer, manage and coordinate COA's sales force and territory representatives throughout North America. In directing the sales efforts of some 35 salespeople, she is involved in, and responsible for the many needs of our valued sponsorship clients. Ms. Boyce has over 15 years of sales experience.

Karl Rumeo, Director of Municipal Operations

Mr. Rumeo is an integral part of COA's growth and success. His focus is to administer and manage all of COA's daily operational activities related to the installation, maintenance and daily care of all amenity projects and sponsorship space programs in North America. He has 33 years of operations experience beginning is career with COA as Maintenance Technician in 1991 at the age of 18. Mr. Romeo's dedication and commitment to excellence in operational matters, customer service and personal growth allowed him to rise to his current position of leadership at COA. Mr. Rumeo has had a hand in every single piece of COA's street amenity during his service with COA. Mr. Rumeo is continuously developing new systems and processes to improve our efficiency and effectiveness in service delivery on behalf of our partners. His commitment, knowledge and experience are unparalleled in the industry.

Local Representation/Office

Although COA has centralized many of its business operations and systems, we recognize that it is critically important to have local market representation to manage ongoing business functions and responsibilities. Individuals are and will continue to be located within a local regional service territory and will continuously receive ongoing training and constant support from COA.

We will NOT manage our program "at arm's length". COA hires all local regional market Sales and Operations staff. Our systems and processes are like franchises in that we merge our knowledge and expertise with the local business community through our local regional management team.

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Marketing Systems

Excellent Results



Our system has resulted in the highest occupancy rate, and most importantly, **yield** in our industry.

Our target market is small and medium independent businesses in the local area. While other media may be cost prohibitive for such businesses, our media and rates allow them to enjoy an excellent return on their investment.

COA's success has come from its very powerful marketing philosophies. With some 45,000 faces in over 300 markets, we have learned that there are three major ingredients that contribute to our phenomenal success.

Training - COA invests in its people. People are not only the most expensive resource in any organization; they are also its most important resource. Poorly trained or untrained people will prevent any business from developing to its potential.

- Before a salesperson can even approach a potential client, they must spend a full 80 hours in a classroom. New client representatives will "unlearn" anything they thought they knew about selling to small business, and they will learn how an individual must approach a small business to effectively gain the trust, and finally the business relationship from that business.
- Each week, every agent must participate in a 1-hour audio training session. Skills are refreshed, philosophies re-enforced, and experiences shared.
- Finally, COA holds two training conferences each year where agents are again encouraged to enhance their skills and the skills of those around them. They are also tested on their skills and knowledge.

Core Philosophies - at the center of our training are the following philosophies:

- **An agent works for his client NOT for COA**.
- The client is purchasing an intangible product that they must understand, and that it is our agent's role to teach them about the product they are considering.
- The sign message must be balanced and composed of the proper ingredients. COA has turned away business on a regular basis because of poor or ineffective ad panel design.
- All agents are paid based on the longevity of their clients and not on simply "signing them up".



Finally, all COA's employees are rewarded on the overall success of the company through a healthy profit-sharing program. This encourages everyone to work in harmony toward organizational success.

Sale of Sponsorship Panels

Local Business Community

COA's sponsor client base is largely local. While we do serve several larger firms, we find that the average yield is higher with the smaller local clients. Larger clients do support higher rates, but the vacancy levels are MUCH higher as they only tend to buy for brief periods.

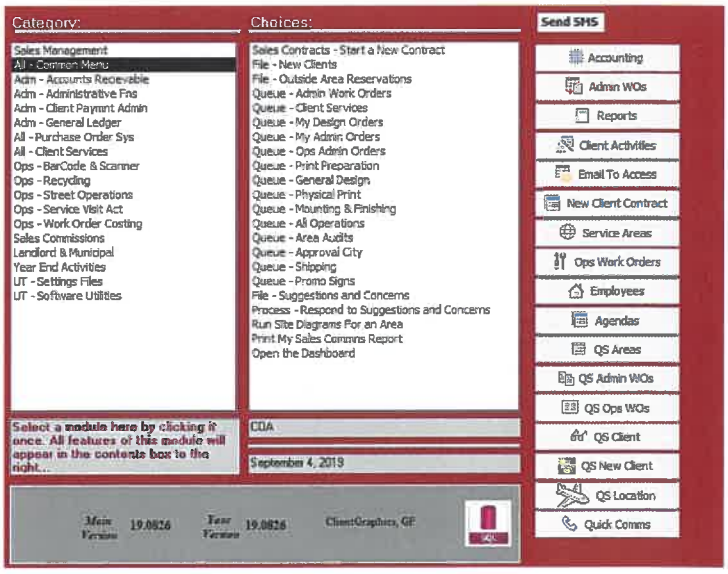
With our 40 years in business, we have never had a year where yields from larger clients exceeded those of the local business. Generally, we enjoy a local sponsor client base of more than 80%.

Training and Implementation

Our success flows from:

- Strongly entrenched policies
- Clear and concise procedure guides
- Easily accessible information for ALL employees
- The provision of the necessary tools
- The training necessary to use the tools provided
- Clear delineation of the services provided and the corresponding expectations
- Constant (weekly) training to keep information forefront in the minds of the individuals performing the fulfillment activities
- Continuous research and development to stay forefront on technology and products

COA is fully equipped and experienced to deliver the Scope of Work that August-Richmond County will require.

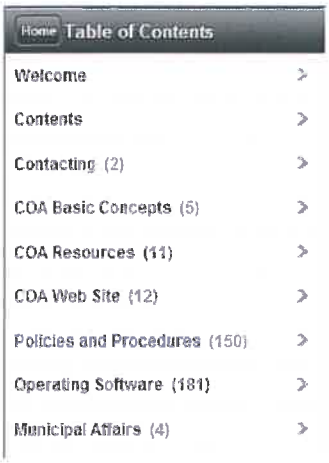


Policy and Procedure Manuals

COA has extensive Policies, Procedures, and Expectation Guides for every aspect of the organization. The information is available as

- Field Manuals

- Internet Help Files
- Smartphone Applications



These procedure guides are made as accessible and searchable as possible to encourage their use across the entire company.

COA equips its entire service staff and ALL of its sales representatives with the latest Smart phone technology that allow web access to all of COA's data.

Our people have on-line guides and videos covering everything from taking photos to sales and marketing philosophies!

Weekly Service and Sales conferences attended by our international staff bring to light both local, national and international challenges and solutions allowing us to not only develop as a company, but also to recognize, prepare for and adjust to rapidly changing market conditions and circumstances before they become problems!

Highly Sophisticated Marketing Programs

COA's Sales department is by far the best in the market today. The Sales department introduces COA into a new service territory by establishing a strong presence in the local business community and partnering with local business groups, associations and chambers. We educate our local territory Sales team about current market conditions and introduce our product to potential local business sponsors. With each new municipality COA enters, the success rate is unmatched with very low vacancy rate.

Sale of sponsorships is all managed by customized software which increases efficiency while reducing and eliminating error.

Marketing is all about maximizing the revenues generated from the project. The price of an individual face is not indicative of the gross revenue generated from the program. The ONLY number that has meaning is YIELD, or the average revenue generated for every face for every month it is available for sale.



We have the highest yield in the industry in North America. Regardless of the claims made by any other firm, every time this has been tested or questioned, COA has proven to be higher and by a substantial margin.

Many firms, especially those that sell primarily to national clients, are very comfortable with "Client Churn". Generally, this means that clients come and go as they "need "the advertising. While this is in fact the case with the national advertisers, it is NOT the case for the small business community.

This community is highly elastic and will quickly put their money elsewhere if they perceive the marketing tool such as the bench signs as too expensive for the value generated. Further, they will NOT return to the program. Once gone it is VERY difficult to persuade this client base to "try" again.

We have seen this happen in many communities, Advertising companies bid on projects, substantially raise the rates, then are mystified as the clients depart in droves. Unfortunately, the long-term negative ***accrues to the transit system***; especially in smaller communities where there are a limited number of smaller businesses, who communicate widely and freely their negative impressions of the media.

Client Churn may work in larger communities where there is an endless supply of clients, but not an area where the small and mid-sized business base is limited and largely unchanging!

Bench face revenues are derived from 3 sources:

- Small local businesses
- Regional Businesses
- National Advertisers

In smaller communities, ***the largest part of the revenues for amenity sponsorship space comes from the local business community.*** This is primarily because the price of more effective media is quite low relative to the larger markets. TV, newspaper, radio, billboards are much more affordable and therefore more coveted by the national advertisers.

As we have such a large list of advertisers, we have included a sample below for your reference.

(Regional) Florida:

- Catholic Charities Diocese of Palm beach – Riviera Beach
- Little Caesars Pizza – Riviera Beach
- 4 Corners Pharmacy – Hernando County
- Hernando Crime Stoppers – Hernando County
- Pasco-Hernando State College – Hernando County
- Blue Water Realty – Wakulla County
- Domino's Pizza – Jackson County
- Allstate Insurance – Springfield
- Jamba Juice – PBC
- Carvel Ice Cream – PBC
- National Outdoor Media – PBC
- Johnson & Johnson Inc. (Dunkin Donuts) – Live Oak

National:

- State Farm Insurance
- Keller Williams
- Remax
- Century 21
- The James Agency (Nationwide Insurance)
- Subway
- Metro PCS
- Budget Blinds

Reaching Potential Sponsors

COA employs highly sophisticated marketing programs to reach the potential advertisers. Marketing is one of COAs highest investments. We own a complete database of every business in the greater Augusta community. From the 1-person business to the 100,000-employee business, we buy the very best business databases.

We run our own call center which we use to communicate with every one of the businesses in the greater Augusta area. The call center introduces the program, and briefly highlights the benefits of having a sign. With 40 years of experience, we know how to reach and speak to the area business community. Our effective communication circumference is around 75%!!

We monitor all communications using Salesforce.com. This is integrated with our corporate database so that all metrics are constantly monitored. This is important in ensuring a high level of occupancy at all times. We have a set of well-established expectations, and any deviation is immediately addressed. We sell time, and lost time cannot be recovered!

We follow the introduction of the concept with a highly sophisticated (and VERY expensive) email campaign marketing and web monitoring and reaction system.

Our system:

- Tracks, manages, and reports on marketing campaigns
- Identifies campaign efficacies at each stage and manages each campaign through its entire cycle
- Scores campaign responses and ensures responses receive follow-ups
- Generates marketing analytics reports
- Maps ROI for marketing campaigns
- Tracks deals from inception to sale
- Provides accurate campaign forecasts
- Generates AND nurtures leads
- Website monitoring
- Email marketing

This is a small sampling of 1 branch email campaign: (Note that the system knows the company in the last example, even though it has no contact information!)


ssage Web_Activity_From_Drip_Email_Campaigns__Jun_2_2014_4_24_AM_EDT.xls (24 KB)

Saf Amhed ?	Apr 18, 2014 09:36 PM	2	http://mkto-d0177.com/530HAM13000003c000AU601	/COAMaster_SpecialOffer1.html	Coquitlam
Michael - Manticore Books	Apr 19, 2014 05:07 PM	1	http://mkto-d0177.com/530HAM13000003c0011fq1C	/COAMaster_SpecialOffer1.html	Orillia
Heather Rothman Royal Lepage Team Realty - Heather Rothman	May 02, 2014 07:07 AM	1	http://mkto-d0177.com/530HAM13000003c001KAp02	/COAMaster_SpecialOffer1.html	Montréal
Diana Sneddon Royal Lepage Team Realty - Diana Sneddon	May 02, 2014 07:46 AM	2	http://mkto-d0177.com/530HAM13000003c001KAw02	/COAMaster_SpecialOffer1.html	Ottawa
Barb Haggar Barb Haggar Real Estate	May 02, 2014 10:23 AM	2	http://mkto-d0177.com/530HAM13000003c0013F04	/COAMaster_SpecialOffer1.html	Sioux Falls
Rhiannon Cook Manager Auto Xperts Service Centre	May 02, 2014 10:25 AM	1	http://mkto-d0177.com/530HAM13000003c004IiV0b	/COAMaster_SpecialOffer1.html	Hamilton
Tyler Verheul Remax Affiliates Realty - Tyler Verheul	May 16, 2014 08:47 AM	1	http://mkto-d0177.com/530HAM13000003c001LI402	/COAMaster_SpecialOffer1.html	Ottawa
[not provided] Courtyard Condo Assn	May 30, 2014 05:25 AM	2	http://mkto-d0177.com/u/v0140U7x0duMH160A42k000	/COAUnsubscribePage.html	Hendersonville

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This system is so sophisticated; it monitors visits to our website and then contacts the sales rep to communicate with a lead who has been investigating the bench advertising program. The system can trace the individual to the company even without contact information by using the return IP address.

It's all about maximizing YIELD not price...

Accurate and Timely Delivery

- COA delivers 97% of its product on time on all units, and over 99% on pre-installed units.
- COA bills properly and should there ever be a need to, we will correct any billing or delivery errors.
- COA ensures that both its municipal and commercial clients have up to date and accurate information through its interactive secure web and telephone portals.
- COA handles every aspect of the commercial client's investment from design to installation. Nothing is left to the small businessperson.

Marketing and sales expertise are a key ingredient in maximizing the returns to both the proponent and the municipality. COA's expertise is tried and true and has led to the highest per face yield in North America.

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Advertising Face Production

COA has a centralized production facility, which manufactures all sponsorship panels for more than 45,000 units within all the Municipalities that we operate in throughout North America.



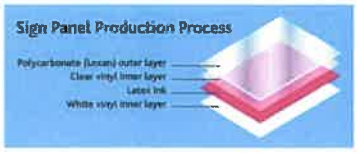
The copy is reverse printed on the back of a Lexan panel to prevent vandals from having direct contact with the copy. The effects of vandalism are greatly reduced.

As vandalism breeds vandalism, the need to keep each unit clean from day one cannot be overemphasized. More than keeping our partners or the user happy, **keeping the units clean keeps the sponsors using the product, and it keeps new sponsors interested**. It is after all the sponsors through their purchase of the advertising space who make the program possible.

Advertising Face Specifications

Universal Sign Production COA:

- Live Area = 71" x 23" (x cm x y cm)
- Copy printed with 5-year exterior ink on 3 mil vinyl
- Copy reverse mounted on a 60 mil piece of UV protected polycarbonate
- Backed by a second 3 mil vinyl laminate



Each installation has a single compact sign face integrated into the structural frame of the unit. The net benefit to the Greater Augusta community is a clean uncluttered look for its transit stops and pedestrian facilities.

Sponsorship Content

COA reserves the right in our client contracts to refuse any sponsorship that is found to be:

- Unsuitable or inappropriate
- False, misleading or deceptive
- Relates to an illegal activity
- Depicts violence and/or anti-social behavior
- Hold-up individuals or groups of people to public ridicule, derision or embarrassment
- Includes language, which is obscene, vulgar, or profane



COA, as a matter of policy, does not allow the advertising of any alcohol, tobacco or tobacco related products.

As a result, if any Augusta-Richmond County Official or Board are at any point uncomfortable with sponsorship content we can change or remove it without any legal repercussions. Municipal partners have FULL control over advertising content at all times.

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Community Services and Public Service Messages



During the term of our contracts, COA will provide our municipal and transit partners with up to 10% of available units upon which to promote municipal/transit/non-profit partner initiatives and public service announcements. As a paying customer has priority, should a customer purchase a location where a municipal/transit/non-profit partner message is in place, COA will do its best to relocate the partner PSA to a nearby location.

COA will also provide non-profit organizations with free message space to promote upcoming events in the area. Should COA receive a request from a charitable organization, we will happily work with them to assist them in getting their message out to the general public.

COA also assists local organizations with charitable donations. COA believes that it is vital to give back to the communities in which it operates, and we will continue to maintain this philosophy.

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Conversion/Installation Schedule

COA is completely equipped and experienced to convert/install public space amenities in the greater Augusta community. COA's product selection is such that will accommodate both esthetical and functional requirements for municipal and transit partners, while sustaining economical sponsorship and advertising opportunities to the local small business community. Working closely with municipal and transit officials, COA's expertise in implementing new public space amenities programs will ensure a well-organized and efficiently executed launch.

Project Summary

As part of our project plan, COA proposes to undertake the following:

- Convert/install approximately 202 brand new metal seating units of the Avenue or Lexington bench design as selected by the municipal partner.
- Install any needed concrete pads to ensure unit compliance with current laws and regulations including ADA accessibility & safety design requirements.
- Remove any existing seating units from the system which have either passed their life cycle or otherwise are desired to be replaced by the municipal partner.
- Match the current color/branding scheme for August-Richmond County (Please provide COA with the RAL color of choice).

COA is in the process of completing a 3-year 900-unit conversion in Orange County Florida. The results have been excellent, and the program speaks for itself! References are available upon request.

Implementation Plan / Project Schedule Overview

We anticipate starting the conversion/installation process after all approvals have been obtained. COA routinely installs more than 100 units a month.

Where necessary, appropriate agencies will be contacted for "locates" (utility etc. positioning on the site).

TIMELINE

Upon award of a contract with a municipal partner, COA would prepare a detailed installation/conversion schedule for the municipal partner's approval. Under no circumstances will COA install any product without approval from the municipal partner. Further, COA will recognize any existing contractual obligations of our municipal partners regarding any current public space amenities provider and will schedule around these obligations.



Schedule Specifics:

- Immediately upon contract signing, COA would order the product. Delivery is generally 8 to 12 weeks.
- Immediately upon contract signing, COA would begin the detailed site audit and report to the municipal and transit partner with regards to pad requirements, spacing, etc. Site approval requests are submitted to the municipal partner - See Appendix B for a sample site document. Generally, this process requires 5 business days.
- Immediately upon site approvals from the municipal partner, COA would begin the pad construction. This is the only part of the process that is a little more unpredictable. COA engages local suppliers to pour the

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pads, but generally this process takes about a month for 65 pads. But it could take as much as 3 months, so it is important that the municipal partner return the approvals as soon as possible.

If all goes well, the first batch of new units can be installed in as little as 8 weeks, but we expect this project to begin approximately 12 weeks after signing.

Audit



Before any work begins, COA 's local operations team will conduct a thorough audit of each potential site across the municipal partner jurisdiction. COA usually invites a representative from both the municipal and transit partner to join the audit so that they can see the care and detail we take to ensure there is agreement on site selection. It's crucial for the success of the program to choose locations appealing to both the public users and the program's business sponsors.

Following the audit, a detailed report will be prepared which will include photos of each site. (see Appendix B for report sample). This report will be sent to the municipal partner for approval. Only after COA receives approval from municipal partner will work begin on-site. All areas of interest to the municipal and transit partner will be audited and suitable sites will be added to COA's final location report.

Locations may always be audited with a designated municipal official (usually Public Works or Transit) in attendance so that both COA and the municipal partner can ensure the other party is in agreement with regards to what constitutes a suitable location. Great care is taken to ensure locations meet all municipal requirements.

Safety Clearance/Permits

Where necessary, municipal offices will be contacted for "locates" (utility etc. positioning on the site) and the necessary permitting processes. If adjacent property owner permission is required for base installation, COA has extensive experience in approaching the owner and explaining the benefits of the program. We enjoy around 80% success rate in working with these landowners.

Very rarely do we need to approach those adjacent property owners because we can usually ensure that the units will fit in the municipal right of way.

GPS Unit Identity



Once installed, each unit will be GPS identified, bar-coded and uploaded to our interactive website for monitoring by municipal and transit officials. Additional infromation on our interactive website will be presented later in this proposal.

COA's use of GPS technology links with a customized Smart phone App used by our local service team who visits each unit. All service work is logged using a App-based scanner system as well as photos of the sites. All this data is immediately available on our website through WebPortLive.

Web Portal (WebPortLive)

Municipal and transit officials will be given access to COA's Operations files online where they can monitor all service history for every installed unit. In addition, municipal and transit partners can interact directly with COA's service team by placing online work orders for any unit in place.

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COA will remain, at all times, accessible and accountable for its work in maintaining its units. Municipal and transit partners are exempt from all responsibility relating to this program – COA will handle every aspect of the public space amenities program, from start to finish.

Proposed Locations – "Why" Considerations

Throughout the municipal contract period these principles govern our conduct:

- Service considerations to the pedestrian and general public prevail
- Aesthetic considerations govern
- Obviously, advertising salability is important
- Safety Considerations govern, and of course
- The municipal partners maintain full control over all external aspects of the program.

Working closely with municipal and transit partners, COA's expertise in implementing new public space amenities programs will ensure a well-organized and efficiently executed conversion.

Adding Additional Units Later



The installation and removal of the product is a very efficient and simple process. COA simply needs to be alerted to the need for additional units at new locations and a unit will be installed within 14 days. The municipal partner would send an email, including details of the site location, (or submit a request using COA's operations website), to our Operations Department indicating that a new unit is needed.

COA will dispatch the Operations Team to audit the site and prepare a site report for the municipal partner, (which will include a photo of the site) and indicate where the unit is required (Sample Site Report See Appendix B).

Once the municipal partner approves the site audit, installation and GPS coding of the unit is scheduled.

Removing Units

The municipal partner can either send an email to COA's Operations Department with site details and instructions or submit a work order using COA's interactive operations website. Within a day or so the operations team will be dispatched to remove the unit and the work will be recorded and posted on-line.

If a pad was installed as a part of this project, then the pad will be removed, and the ground restored to the original surface.

Confirmation of removal will be sent to the municipal partner. If rapid removals for such things as construction are required, COA as a locally based company has the capacity to expedite unit removals.

Our contracts with our clients allow us to interrupt their advertising programs at any time. This is important not only for circumstances where restructuring occurs, but also to address such situations as construction, parades etc.

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Delivery Systems - Post Installation

Delivering our services;

- Maintenance
- Design
- Printing
- Sign Manufacturing
- Sign Installation and Removal

to both the municipality and our advertising clients efficiently and effectively requires a very sophisticated administrative system.

With almost 100,000 lines of code and 20 years in development, COA's delivery system is the finest available. Systems fully integrate so that checks and balances apply across all the areas of control.



Client satisfaction is very high because of these checks and balances. Billing and Finance is automated and tied directly to Operations, Maintenance, Sales, Design, Printing, and Posting. Each zone of responsibility must confirm fulfillment as per specific parameters or the system highlights the exception for management attention.

All activities are run through queues on a "first in first out" or FIFO basis. This system results in a fewer than 1% client complaint level across more than 45,000 units in over 300 cities and towns in North America. Considering that the amenities product is in direct contact with the public, this is exceptional. COA has acquired several companies over the past 5 years, and all experienced MUCH higher levels of customer dissatisfaction prior to COA taking over!

The operational system COA follows has proven successful and efficient in keeping records and processes intact eliminating inaccuracy and gaps.

COA's Environmental Commitments

Commitment to Reducing Greenhouse Gas Emissions and Energy Consumption

Businesses have a critical role to play in mitigating the effects of climate change by reducing greenhouse gas (GHG) emissions. At COA we understand the negative consequences of climate change and are committed to acting responsibly and conscientiously to protect people and the environment everywhere we operate. Wherever possible, COA employs solutions that reduce greenhouse gas emissions and energy consumption. For example, when COA staff are maintaining and installing benches, they visit the locations before or after hours. By optimizing travel times, COA ensures that fuel consumption and emissions are as limited as possible.

Commitment to Reducing Waste

COA uses recycling containers throughout the office and where other operations take place. Waste is always deposited separately from recyclable materials. Informative signs are posted near dump stations explaining proper waste/recycling disposal.

COA has a centralized production facility, which manufactures all sponsorship panels for more than 45,000 units within all the municipalities that we operate in throughout North America. The advertising copy is reverse printed on the back of a Lexan panel and can be peeled off. COA reuses all Lexan panels once the advertising copy is no longer needed.

Commitment to Sustainability

COA is constantly looking at ways to improve its efficiencies. From purchasing more fuel-efficient vehicles and using more energy efficient equipment. All the Street Furniture COA offers are 100% recyclable. Also, the materials COA uses in its sign production are reused and/or recycled materials. COA has also designed a base for some of our benches that emulates cement but is perpetually reusable. It's transferable if required and it is made of 100% recycled plastic.



Commitment to Contribute to Public Transit Ridership

The accessibility and safety of bus stops are critical considerations for patrons, potential users, transit agencies, and the communities they serve. We are committed to a transportation strategy, an innovative means of increasing ridership, and improving the image of public transportation in whatever ways are possible. COA understands that some transit customers are generally considered to be more vulnerable in terms of their accessibility and safety at bus stops. Women, children, senior citizens and the disabled often have additional or different needs and preferences than the population at large. COA addresses this need by providing furniture that is aesthetically pleasing, comfortable, convenient and accessible for all users.

Product Design Philosophy

COA is a pioneer in the development and implementation of local format advertising amenity programs. COA's success has come from its ability to address Cities' requirements and formulate an appropriate program that is tailored to each neighborhood's requirement.

COA is able to individualize the program to a specific area through the products it offers. All of COA's products are designed in-house and offered exclusively by COA.



All COA products are made of high-quality durable materials, installed for ease of maintenance and repair, and are fire, animal, dent, and graffiti resistant. The unit offered is all designed to comply with wheelchair and accessibility regulations.

No other firm can provide any of these products. COA owns all the molds and dies for all of its products and has never sold a unit on the open market.

Design Innovation

COA's focus on new products has centered on the three fundamental concepts: durability, consistency, and modularity. Each product that is introduced to the market has these three factors embedded in their design. COA understands the importance of having products that can withstand the extreme climates that are present in North America. COA uses only the highest quality products in producing their units and that has led to its products having an extremely long lifecycle.

COA believes that the amenities should not stand out on the streetscape, but rather blend into their surroundings. Using this philosophy, COA has designed its product lines around the central concept of "consistency". All modular components share consistent design attributes and angles in order to present one uniform structure. No other products will have the common design elements and durability that these lines offer our municipal and transit partners.

Municipal Branding

COA understands the importance or branding the units to both the municipal/transit partner and the company supplying the products and maintenance. On each unit, there will be a faceplate with a municipal/transit logo of choice indicating that this program is in association with the municipal and/or transit partner. In addition to that faceplate, there will be a small "Signature Panel" with a COA toll free phone number whereby any concerns or problems with the program can be dealt with in a timely manner directly with the company, ideally avoiding the cost of municipal/transit administration.



Maintenance Systems, Procedures and Scheduling

COA leads the industry in providing their clients with state-of-the-art maintenance procedures, tracking and reporting systems. Municipal/transit personnel can quickly and easily determine the current maintenance status of any given amenity location on a 24/7 basis.

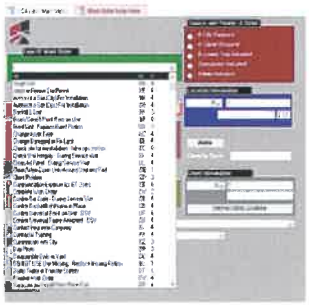
COA has built and maintains an extremely advanced proprietary computerized operational system that integrates maintenance, operations, media bookings, vacancies, changes client information, and financial record keeping, all within a single administrative system.



All units are GPS marked and bar-coded providing a unique identification for each unit, which allows the physical location and service record to be recorded.



COA Maintenance staff visit each location as required. They are equipped with a hand-held computer / GPS scanner. These portable units' interface with COA's main computer server to record the details of each visit.



The time and date of each visit is recorded along with maintenance that was undertaken and the amount of recycling and waste material collected. Any maintenance issues such as graffiti, vandalism or excessive litter around the unit is also recorded.

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On a regular basis, each unit receives a thorough cleaning using COA's mobile Power Washing vehicle, completely removing any built-up dirt.



Special notations are made to record whether there was a large amount of litter in the surrounding area or if additional maintenance or repair measures are needed that will then be dealt with in future visits.



Recording any ongoing operational procedures such as sign replacement, weed and snow removal or repairs recommended by either COA or municipal/transit staff.



City/Transit Partners

Information that is collected and entered into the portable computer / GPS unit at the time of the maintenance visit is downloaded to COA's main computer within 12 hours of the visit. Municipal/transit staff can access the database at any time via secure access on COA's website to inspect or confirm maintenance visits and records.



Detailed and customized maintenance reports can be easily extracted from COA's database and delivered electronically to concerned municipal/transit staff contacts. Sales and financial reports that may also be required by municipal/transit partners are also generated in the same manner.

Unit Visit Frequency

Timing service visits is challenging. Different units across the community will require different frequencies.

Our Maintenance Data and Collection System calculates the number of visits required each week to keep the units clean and attractive. Calculated frequencies are always viewable on WebPortLive.

We will schedule our visits generally for the same day each week, weather permitting, to ensure consistency. As we use low noise vehicles, our crews should be able to attend to the units between 7 pm to 7 am to avoid disrupting the public. We are sensible to the noise by-law and ordinances, and we have never received a noise complaint.

The Service Visit activities that are included in each visit are as follows:

- Clean the entire outside surface of the unit, wipe the bottom so that is free from mud, road salt, etc.
- Clean and wipe the advertising panel. Make sure the Ad is free of dirt and graffiti.
- Remove any overgrown grass or weeds from around the unit.
- Advise COA of, and repair, any structural damage or problems with regards to the unit or surrounding the unit.
- Make repairs to the unit. This may involve re-anchoring the unit in the event it becomes dislodged, angling the unit, or replacing damaged parts.
- Pressure Washing of units (at least on a semi -annual basis)

It will take maintenance personnel approximately 5 -10 minutes to service each location throughout the term of the contract.

Complaint Response

Issues may come from a variety of sources. COA provides a variety of ways to "receive" complaints. At any time, 24/7 Municipal clients may enter Work Orders directly into COA's WebPortLive on the internet or may use the 24/7 hotline at our office number ext. 707. This line is monitored every 4 hours.

During regular business hours, all our office staff are trained to receive, and handle operations calls.

Response Times for Repairs

COA will manage municipal service area maintenance programs by employing local constituents from within the immediate area. We see a great advantage in running our maintenance program with people who add their understanding of local communities to COA's expertise in managing amenity programs that are second to none!

All of our maintenance people undergo substantial training BEFORE they are allowed to work with the product on the street. (All key service requirements in COA's agreement with municipal partners are also included in maintenance staff's employment contract.)

Our municipal/transit partners may provide written notice to COA when any unit requires regular maintenance or repair and COA, as soon as is reasonably possible, generally within several hours, but certainly and not later than 24 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.

We also offer an Emergency Reaction Service 1 800 661 6088 x 707 tended 24/7.

A municipal/transit partner may provide written notice to COA when any unit requires emergency maintenance or repair if its condition is such that, (in the municipal/transit partner's sole opinion), the condition renders a danger

to the public. In such an event, COA as soon as possible and not later than 4 hours after the giving of such notice, repair and make safe the unit at COA's sole expense and to the satisfaction of the municipal/transit partner.

Graffiti Removal

With 10,000+ units across North America, COA's people have become real experts in graffiti removal. Most graffiti removal should take no longer than 5 minutes to clean up if done properly. Regular attention is by far the best deterrent! We use several types of proven cleaners, which remove the graffiti, BUT DO NOT damage the Lexan surface.

Our furniture and ad signs are designed to not absorb the defamation. However, should our property be damaged beyond repair, COA will replace the required parts and signs at no cost to the city.

Pressure Washing Scheduling

The weather plays a key role in deciding when to complete the pressure washing. In spring, we try to co-inside the activity with the final spring street clean up.

It is done twice a year, but the winter and spring timing is important. COA has a great deal of experience, in many different climate zones, scheduling the right time to pressure wash the units.

Conveying Information To COA

We are set up to handle any type of notice process. The municipal partner may use fax, phone, email or website to alert us to a circumstance that requires our attention. With 45,000 pieces of street furniture under management, we regularly receive exceptional situation service call requests of all kinds.

This versatility slows municipal staff to alert us from almost anywhere with almost any device. In fact, all staff really have to remember is our web address (www.CreativeOutdoor.com) and they can send us notifications in almost any situations.



Safety Program

COA's Safety Program has been established through a combination of our acquired operational experience and continually updating and adhering to governmental safety standards. We are proud of our safety record, which has been unblemished since the company was established 40 years ago.

COA always requires its entire operational staff to wear florescent safety vests and boots. Work gloves are also worn whenever possible during maintenance, repair or installation of any unit.

COA schedules the actual installation or maintenance of its inventory of units during off-peak traffic hours to avoid potential congestion that might otherwise be caused to the flow of vehicular traffic on area roadways. While operational procedures are undertaken, large orange "pylons" are placed the required distance behind the service vehicle and are angled toward the curb. A flashing, intermittent orange warning light is utilized on all service trucks and are used in conjunction to the vehicles 4-way flashers to further inform oncoming traffic of the work situation ahead. Safety pylons are also placed around any excavation sites that are being prepared for the installation of

pads for the units. COA undertakes all "locates" before any excavations take place to identify any buried cables or obstructions.

COA adheres to all government safety advisories and regulations and would welcome learning of any additional safety requirements that Augusta-Richmond County would want the firm to be aware of and adhere to in the course of fulfilling this program.

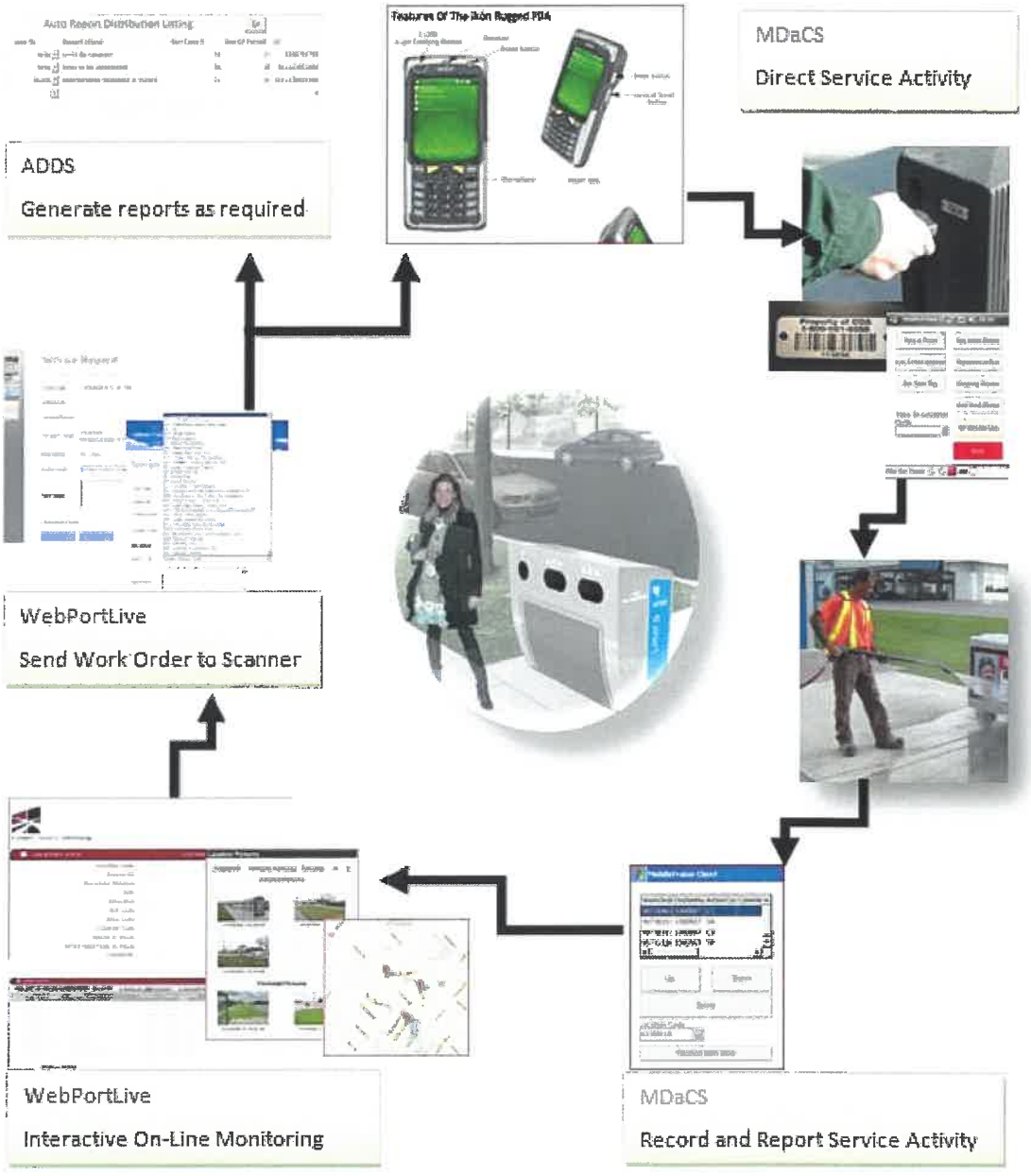






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COA`s Maintenance and Data Collection Systems



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Data Collection and Reporting are critical functions in ensuring that the street amenities are kept clean, functional and safe. Any system to be effective must be written and designed to meet the needs of the program it's meant to monitor.

COA began the development of just such a program over 10 years ago, and today boasts a state-of-the-art proprietary system designed solely to guarantee that the municipal/transit partners objectives for a street furniture program are met.



System Highlights And Samples

In addition to a municipality's concerns for aesthetics and functionality, COA's data collection serves the sponsorship client with elements designed to ensure:

- Proof of performance
- Location guarantees and confirmation
- Instant location circumstance information

The system serves the individuals performing the maintenance by:



- Recording all activities
- Creating "before and after" activity photographic evidence
- Providing immediate feedback to operations dispatch
- Assisting in planning time and money effective routing

The entire system is based on two core elements:

A Security Coded Bar Code tag riveted to each piece of street furniture



- An all-weather handheld scanner with specific hardware attributes, namely:
- Laser scanner
- Full color camera
- Legible and interactive screen
- GPS recording module
- Continuos cellular bi-directional communication connections
- Voice connection available

To be truly effective the system needed to be directly connected to the master database. Real time, 2-way data flow is the most important so that:

- Municipal clients can see service records to prevent redundancies
- Sponsorship clients can see proof of purchase activity



Maintenance people can get immediate concern work orders without delay and without interruption to their regular activities

User Simplicity

The Main Menu allows the user to select from a variety of functions, but key functions are integrated to make sure that the user does not "forget" specific actions required.

For example, a unit installation will require the user to:

- Install the unit
- Install the bar code tag
- Install a sponsorship panel
- Take photos of the unit



All GPS functions are automatic and built-in requiring no user interaction.

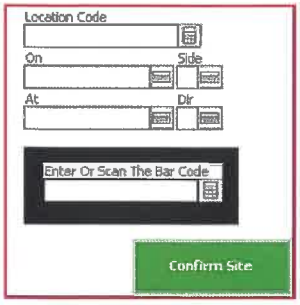
Sign Placement Control – Customer Satisfaction

COA delivers over 99.8% of its client's sponsorship panels on time and in the right place. This is unprecedented in the market segment and is made possible through the MDaCS system. The sign tracking and placement confirmation element is one of the most important aspects of the system.

Every aspect of design, printing, and placement (posting) is controlled by the MDaCS system to ensure customer on time accurate delivery. It is the sponsorship client that pays for the program and their satisfaction must be a paramount consideration for any program manager.

Maintenance Courses

The maintenance team follows a pre-established course. During this course (or service route), the units are scanned in succession.



Regular maintenance runs are "interrupted" by work orders as sites are scanned. Again, designed to force compliance, all work orders must be handled before the maintenance person can proceed.

Such Activities as:

- The various tasks completed by the maintenance person
- Snow or brush removal
- Cleaning Activities
- Graffiti clearing
- Any Photos (full color) of the units and/or parts if required by the incoming data

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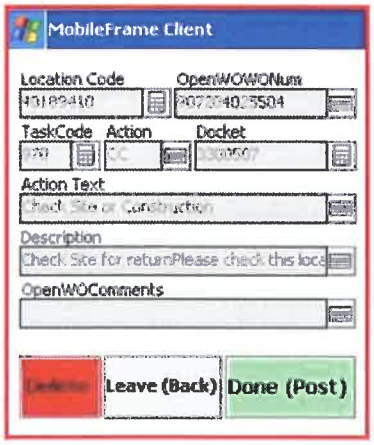
These data collection scanners have bi-directional, real time communication through the cellular data network and the units are voice capable if we need to contact the maintenance person verbally. However, verbal communication is rare because service requests from our municipal and/or advertising clients are transmitted directly to the units for completion.



Data Availability

The data collected which currently feeds directly into our master databases, if needed can be easily exported to Excel, PDF or CSV files. It is our hope that working with any municipality, we will be able to move this data directly to any type of Asset Management System the municipality may incorporate.

In theory, this would also allow a municipality the opportunity to feed data back through our system for maintenance requests therefore minimizing the costs and errors associate with the data movement. This can presently be done for municipalities without asset management systems through our Web Portal. (See our WebPortLive description.)



COA's application server retrieves the stored information and processes it, recording the site visit as completed, and posting the site visit information to:

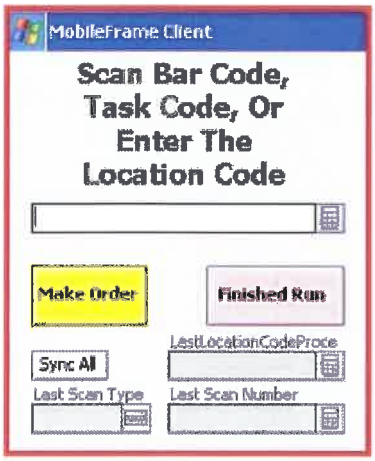
- Primary database
- Web Portal
- Mobile Information Database

(These are all the same source, simply different ways of accessing and viewing the data).

Follow Up and Email Alerts

"Follow-Up Work Orders" automatically create email alerts to municipal and/or sponsorship clients upon completion.

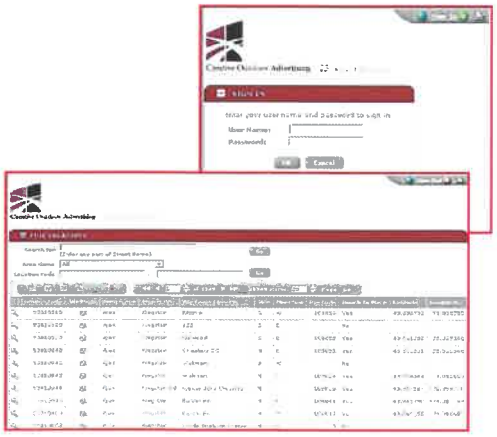
This process may also generate new work orders for site/location requirements. In addition, a municipality may provide COA with an email address for electronic confirmation. In addition, once certain types of Work Orders are attached to the municipal account, they will automatically alert the email address of the completion or status of a given work order.



All the maintenance software, except for the operating systems is proprietary to and belongs to COA.

COA's WebPortLive

COA has an industry standard on-line, interactive system to assist municipal officials in monitoring the amenity program. Each amenity can be viewed, and COA's ongoing service and maintenance work can be tracked.



"Up To The Hour" Reporting

Any municipality can secure many "UP to the Hour" Reports. This means that the data they are viewing is current and immediate. COA's Collection System combined with our Web Portal ***WebPortLive***, brings literally live data directly to the municipal user.

There is NO human interaction required to put data directly into the municipality's hands, it comes directly from the scanners to the portal in no more than 1 hour!

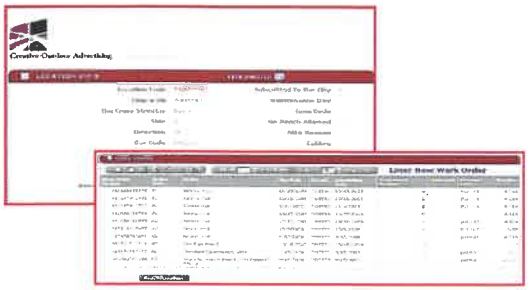
Logging-in is simple, and information access is quick and efficient.

Options

"Site Photo": Clicking on the Icon will show photos taken on site

"Magnifying Glass": This icon brings up site info and recent service history

"Enter New Work Order": Brings up a drop-down menu for a specific site and allows you to request specific action is taken related to that site



Readers are invited to look over this service innovation that we are pleased to make available to Municipal clients.

Once logged-in the user will be exposed to our site **Search and Selection**. Users can search the locations by street name or location code.

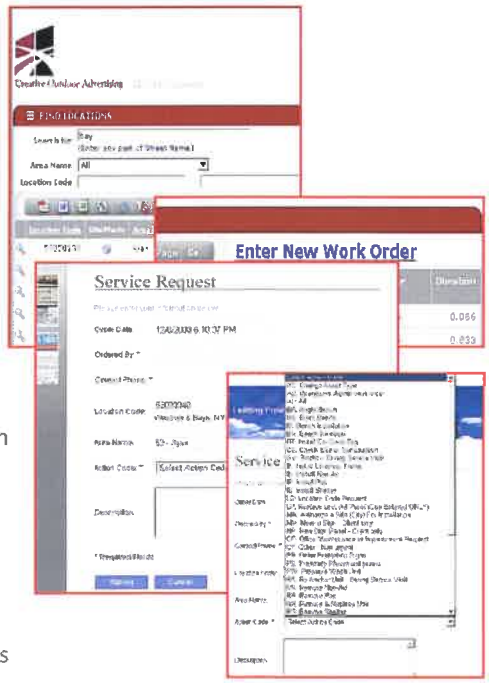
By typing in only a portion of the name, the system will show the user all the possibilities. From these you can choose several options. Typing "bay" brings up both the streets that matches "bay" and the cross streets that match "bay".

The user can see a site photo by clicking the camera icon and can see the site details by clicking on the magnifying glass on the far left of each site.

There are many details showing, but the user can see the Work Orders for this site by looking at the bottom of the page.

Work Order History

This page shows all the work orders for this site for the most recent period. Please be aware that this is not quite real time, and that Service Visit Actions are NOT (but can be) all included. (This omission relates to the technology used for the creation of this data and a "drowning in data" issue for the user. To adjust your service reports please call the office.)



To enter a new Work Order, a user simply clicks on the New Work Order section.

This will take the user to an entry screen where they select an Action Code then simply submit the order. Put in a description, and the COA ops team will get to the order within 4 hours.

This system allows access to a variety of different information including:

- Employee completion ID
- Dates
- Work details
- Images of the units on site
- Longitude and latitude covering every site we have in COA's network



Location Code	Area Name	Stop On	Cross Street	Side	Dir	BP	Longitude	Latitude	Map	Availability	Rate 1 (1 Unit)
26000522	Brampton, ON	Sandalwood	Sunny Meadow	S	W	Yes	-79.73956	43.74509	MapIt	Available	$149.00
26000524	Brampton, ON	Sandalwood	Sunny Meadow	N	E	Yes	-79.7389	43.74929	MapIt	Available	$149.00
26000570	Brampton, ON	Sandalwood	Torbram	N	W	Yes	-79.74858	43.76544	MapIt	Available	$149.00
26000583	Brampton, ON	Peter Robertson	Mountainash	S	W	Yes	-79.73223	43.76047	MapIt	Available	$149.00
26003055	Brampton, ON	Williams Parkway	Chrysler	N	E	Yes	-79.714507	43.749175	MapIt	Available	$149.00

The site is comprehensive and offers a municipal client extensive information.

This two-way communication has been a particular favorite for municipal/transit partners as it allows your staff to input directly the location and work required.

All work orders record the source of the work request and naturally the public is a source. We can easily track both the complaints received and COA's response to the complaint through easy access to our work order records.

Activities carried out become easy to read with time organized line items. Each line contains the controls necessary to instantly access photos, geographic location images and much more.

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Site Images

A full photo set exists for each location. Before and after photographs show the user how the site has changed with the installation. Digital Images are seen as thumbnails but can also be viewed and/or downloaded full size.



Information Availability

Information can be requested in a variety of forms by our municipal/transit partners to ensure that our clients can access and USE the information efficiently.

Reports and sets of data can be secured as PDF, Word, raw text, excel and/or mapped. This ensures that our reports cover all spectrums with regards to data accessibility. From this almost any data analysis can be done for the municipal/transit partners.

The data is under a less than 1-hour delay, (for system protection) but users can bring "NOW" data to meetings and conferences.

Our municipal/transit partners will have access to the system to monitor the condition of the units and advertising content and to:

- Create single item work orders for expedited tasks or group similar tasks
- Easily download and upload maintenance tasks to a hand-held unit (Laser Scan technology)
- COA can define maintenance cycles and routine check routes
- Conveniently upload completed postings with proof-of-performance photos
- Capture complete history for analysis and forecasting (submitted to the municipal/transit partner to provide site by site analysis of historical data related to all maintenance)

Some examples of the reports that our municipal/transit partners can draw from the portal include:



- Street furniture types and Street furniture locations
- Maintenance activities performed (daily, weekly, monthly)
- Location of site
- Staff member performed
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site, cost of repair, installation, parts, labor, fuel, etc.



Mapping

Any set of data can be mapped to illustrate the geographic coverage. These maps aid our advertising clients in plotting out their message coverage giving them a solid sense of their reach to their audience. This is critical in offering our small business clients a close reach coverage program.

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Our municipal/transit partners frequently use this information to administer their programs and to ensure they have the service coverage they want.

WebPortLive Summary

COA's web portal WebPortLive:

- Makes all data fully available to our partners
- Maps all or portions of the database
- Gives the user FULL access to COA's maintenance activities at ALL times
- Ensures that users have up to the hour data access

It's the answer to:

- Seeing
- Monitoring
- Controlling

The Activity on the street!

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COA's Automatic Data Deployment System - (ADDS)

Municipal/transit partners may also request use of COA's Automatic Data Deployment System (ADDS). This system creates reports that can be formatted and emailed directly to the required person on a frequency as required by the organization or department.

Some examples of the reports that our municipal/transit partners can automatically receive include:

- Inventory database by type
- Street furniture types
- Street furniture locations
- Maintenance activities performed (daily, weekly, and monthly)
- Date
- Location of site
- Staff member performed
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site
- Cost of repair, installation, parts, labor, fuel, etc.
- Reports by employee noting average work time, route, and maintenance duties performed, etc.
- Full mapping services by GPS location
    - By street furniture type
    - By maintenance issue

The ADDS system ensures that the people who need the information – Get the information, ACCURATELY and ON TIME!!

Auto Report Distribution Listing

User ID	Report Literal	Run Code #	Day Of Period	ID
Gray	Units By Location	54	27	3246763765
Gray	Sites to Be Developed	54	18	911183852440
Aruda	Maintenance Required in Period	22	20	1011276961456
				0

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Appendix A

Product Information

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Creative Outdoor Advertising

The Avenue



SLEEK, CLASSIC, DURABLE STREET FURNITURE

Functional design and innovative construction have come together in the "Avenue". A street smart aesthetically pleasing design, the Avenue is vandal resistant and has a temperature control Thermo-Plastic coating. The Avenue's rugged all-weather construction and finish are ideal for regions with extreme weather conditions.It will not overheat on even the hottest days.

The Avenue seats 3-4 transit users and is designed with all smooth and rounded corners for the comfort and safety of the public. The long lasting durable custom color powder coat ensures that the unit lasts up to 15 years.

The Avenue is secured using an anchored installation and can be customized to include armrests, city logo and is available in various RAL colors.

KEY FEATURES

- Functional design and innovative construction
- Smooth rounded edges and no exposed hardware to protect public
- Armrests discourage vagrancy
- Thermoplastic PVC Coating
- Ultraviolet stabilized, fused and baked to a 90% gloss finish which looks great and prevents fading
- Graffiti resistant, easy to clean

MATERIAL	COLORS	DIMENSIONS	INSTALLATION
Aluminum	Various	72" L x 42" H x 21" D	Anchored to Concrete

Contact us for more information on this product or to hear more about our other product offerings!

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Creative Outdoor Advertising

The Lexington



ATTRACTIVE, DURABLE & MODERN STREET FURNITURE

Outstanding aesthetics and superior engineering have come together in the "Lexington". Corrosive-free, the Lexington is constructed of aluminum that is coated in Thermoplastic PVC. The Lexington is the strongest, most durable Thermoplastic-coated bench on the market today.

The Lexington's rugged all-weather construction and finish is ideal for regions with extreme weather conditions. It will not overheat on even the hottest days and has been tested to endure winter road salt, snow and ice. The Lexington will complement any streetscape and is an eye catching, worry-free bench solution for your community.

KEY FEATURES

- Functional design and innovative construction
- Smooth rounded edges and no exposed hardware to protect public
- Armrests assist seniors and discourage vagrancy
- Thermoplastic PVC Coating
- Ultraviolet stabilized, fused and baked to a 90% gloss finish which looks great and prevents fading
- Graffiti resistant, easy to clean

MATERIAL	COLORS	DIMENSIONS	INSTALLATION
Aluminum	Various (Gloss)	82.5" L x 43" H x 33" D	Anchored with tag bolts and assigned a GPS-verified barcode

Contact us for more information on this product or to hear more about our other product offerings!

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Appendix B

Sample Documents And Reports

Sample Site Audit Report

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SITE AUDIT

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SAMPLE OF A COA SITE PROPOSAL: *PRESENTED FOR APPROVAL AFTER COMPLETION OF STREET AUDIT.*

COA Stop#:	474004010	City Stop #:	16112
On-Street:	Moon Lake Rd	At-Street:	Bethwood Ave (10028 Moon Lake Rd)
Facing Dir:	S E	Municipality:	Pasco County, FL
Longitude:	-82.617983	Latitude:	28.303119



Concrete Pad Needed? (See Notes)		☐ Excavate / Form ☐ Pour 2% Slope ☐ 3" edging Brush finish ☑ Wire mesh or rebar enforced ☐

Notes:

New bench to be installed to the right side of the pad leaving room for Clear zone

CONCRETE: Photos of completed work clearly showing backfilling all sides and forms removed for inspection must be submitted to COA before work can be deemed complete for payment.

X _____

Proposed Amenity	
Lexington bench	
Proposed By	
Karl Rumeo COA	
TO BE COMPLETED BY CITY	
Approved:	
Returned w/o Action:	
Rejected:	
Date:	07/01/2021

SIGN HERE: _____

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Appendix C

Our Core Principals

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COA Operations Principles

1. Complete Your Task Properly the First Time

a. All units should be safe, clean and left in good condition with no graffiti or structural damage.
b. All signs should be printed, shipped, installed with accuracy and on schedule.

2. Provide Complete and Accurate Information to Everyone

a. All staff should always:
- Report work order complete accurately and on time.
- Provide feedback to other departments regarding changes and/or concerns.
- Do as you say, say as you do

3. Demonstrate A Positive and Professional Attitude

a. All staff should be dressed in proper attire at all times.
b. All vehicles and work areas should remain clean and orderly.
c. As COA representatives, it is imperative you remain courteous and respectful at all times.

4. Fulfill Your Responsibilities in a Timely and Accurate Fashion

a. Organize and prioritize your work.
b. Plan your work, work your plan.

5. Your Success is the Company's Success

a. Know how to do your job and know your job scope. Ensure that you have the skills necessary to fulfill your role and if you do not, follow up and obtain them.
b. You are responsible for ALL aspects of your job. Do not pass the responsibility to others.
c. If you do your job well, COA can do its job well.

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Core Principles of the Sales Department

1. Complete Your Task Properly the First Time

a. Sell for the renewal by knowing your inventory and the benefits to the client before you call/cold call your potential clients.
b. Under promise and over deliver.

2. Provide Complete and Accurate Information to Everyone

a. To the client re: location, rates, availability, delays, snow etc.
b. To the ops department re: entering work orders. Confirm issues before asking ops to correct a problem.
c. To the admin department re: entering work orders, feedback from clients, credit card and auto debit information, using the communications file tab, completing contracts accurately

3. Demonstrate a Positive and Professional Attitude

a. Take pride in your work through your dress code, voicemail messages, email, and tone of voice.
b. Be polite in every situation.

4. Fulfill your Responsibilities in a Timely and Accurate Fashion

a. Ensure accurate contracts are sent to clients and admin by deadlines.
b. Ensure that COA fulfills its responsibility to create, print, install and maintain clients' signs.
c. Ensure that COA responds to administrative and other needs of clients.
d. You work for your Client

5. Your Success is the Company's Success

a. Understand that your role is critical to the overall success of the company.
b. You are COA

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Core Principles of the Administration Department

1. **Complete Your Task Properly the First Time**

   a. Understand that every client interaction presents you with an opportunity to create a loyal long-term customer; do your part to build that loyalty.

   b. Check the client's statement and payments to make sure they owe money before you call to follow up.

   c. Print the client's statement for write-off purposes when you are processing their credit, delay billing or other administrative request.

   d. Slow down for each transaction that you process and use our checklists to make sure that steps are not missed, knowing that one missed step will create problems and extra work for everyone.

2. **Provide Complete and Accurate Information to Everyone**

   a. Make sure that each email you send is clear and accurate. Look at the communications, administrative work order and operations work order sections of the client file, before sending any email or responding to an administrative work order.

   b. Document each action that is taken in the client file (unless it is clear from the work order or invoice) so that anyone reviewing the file will have a clear and up-to-date understanding of the client's circumstance.

3. **Demonstrate A Positive and Professional Attitude**

   a. Be professional in everything that you do, from the way you dress, to your behaviour and tone of voice, to your email signature, to the spelling and grammar used in your correspondence, and to your interaction with clients, co-workers and the general public.

   b. Ensure that anyone meeting you or speaking to you would come away from the encounter impressed with your professionalism and that of COA.

4. **Fulfill Your Responsibilities in a Timely and Accurate Fashion**

   a. Make sure that every client who calls with a financial problem speaks to someone in the Administration Department before they hang up.

   b. Make sure that every client who calls with a financial problem has their problem resolved before they hang up. If this is not possible, it should be resolved by the end of the business day. The resolution should then be executed in an accurate and timely manner.

   c. Aim for a 1 week turnaround time for the processing of all administrative requests: work orders, new contracts and renewal contracts.

5. **Your Success is the Company's Success**

   a. Know how to do your job and what your responsibilities are. Ensure that you have the skills necessary to fulfill this role and if you do not, follow up and obtain them.

   b. Accept responsibility for ALL aspects of your job. Do not pass the responsibility or the blame onto others.

   c. Provide continuous feedback on how to improve the systems and processes that you use in your daily activities.

   d. Know that if you do your job well, COA will do its job well!

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Unsolicited Proposal Evaluation Form 25-000
Strategic Committee Review

Unsolicited Proposal Number: UP# 25-000

Project Name: Creative Outdoor Advertising of America

Date of Evaluation: 5/20/2025 Recommendation Date to Committee: 11/17/26

- **The priorities of Augusta, Georgia (Government);**
- **Consideration of the submission's value proposition and merit to the Government; and**
- **Whether certain criteria outweigh others in the context of the proposal being reviewed.**

Evaluation Criteria	Scoring Range 1 - 5
1. Does the proposal strategically align with current Government policy and objectives? 1 = Weak / 5 = Strong	**3.4**
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) 1 = No benefits; 5 = High benefits	**3**
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) 1 = High impact; 5 = No impact	**2.8**
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? 1 = No revenues; 5 = Substantial revenues	**2.4**
5. Does the Committee believe that the proposal will likely have an impact on the community? 1 = Negative impact; 5 = Positive impact	**3.4**
6. Does the Committee believe that the proposal will likely have an impact on the environment? 1 = Negative impact; 5 = Positive impact	**3.4**
7. Are the risks associated with the proposal acceptable to Government? 1 = Not acceptable; 5 = Acceptable?	**3.4**
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? 1 = Not achievable; 5 = Achievable	**3.2**
9. Intuitively, does the Committee believe that the proposal may be viable but lack adequate information to make a decision? 1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required	**2.6**
10. Does this proposal represent a value proposition that the Government should consider? 1 = No; 5 = Yes	**3**
Total	**30.6**
Recommendation to Accept or Reject	**Reject**

Additional Reason for Acceptance / Rejection:

Is additional information needed from Proponent: no
Committee Members: Representatives from Finance, Recreation, Planning and Development, Housing Community Development and Transit

Evaluation Committee Number:_____Cumulative _____ DATE:__5/29/25_____

Procurement Review: _____Nancy Williams_____ DATE: __5/29/25_____

Administrative Services Committee

November 24, 2026

HOME Partnership Funds

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** five contracts between Housing and Community Development and Augusta/CSRA Habitat for Humanity for five homes using HOME Partnership Funds under the existing MOU. The next five property addresses are listed **1)** 1851 Wilhelm Lane **2)** 1858 Walker St. **3)** 1843 Telfair St **4)** 1847 Telfair St **5).** 1850 Hicks St. **(Requested by Commissioner Brandon Garrett)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Brandon Garrett
Sent: Wednesday, November 18, 2026 9:08 AM
To: Lena Bonner; Charles Jackson
Subject: Administrative Services Committee Item

Please add to next weeks administrative committee

Motion to approve five contracts between Housing and Community Development and Augusta/CSRA Habitat for Humanity for five homes, using HOME Partnership funds under the existing MOU. The next five property addresses are listed below.

Next 5 properties

1. 1851 Wilhelm lane
2. 1858 Walker st
3. 1843 Telfair St
4. 1847 Telfair St
5. 1850 Hicks st

Brandon Garrett
Augusta-Richmond County
Commissioner District 8
Get Outlook for Android

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

Administrative Services Committee

November 24, 2026

HOME Partnership Program

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** five (5) contracts between Augusta Housing and Community Development and Augusta/CSRA Habitat for Humanity for the development of five residential homes utilizing HOME Partnership Program funds, pursuant to the existing Memorandum of Understanding (MOU). **(Requested by Commissioner Jordan Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Jordan Johnson
Sent: Wednesday, November 18, 2026 9:13 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Item Request

Hi Ms. Bonner ,

Please add this to the administrative services committee agenda:

Motion to approve five (5) contracts between Augusta Housing and Community Development and Augusta/CSRA Habitat for Humanity for the development of five residential homes utilizing HOME Partnership Program funds, pursuant to the existing Memorandum of Understanding (MOU).

Thank you

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED.104.1

Administrative Services Committee

November 24, 2026

HCD_ Augusta/CSRA Habitat for Humanity Funding Request

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of five (5) single family unit to be sold to low-income homebuyer.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Title

HCD_ Augusta/CSRA Habitat for Humanity Funding Request

Agenda Category

Administrative Services Committee

Agenda Type

Administrative Services Committee Meeting

Create Date 11/18/2026

Department

HCD

Presenter

Charles Jackson and/or HCD Staff

Caption

Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of five (5) single family unit to be sold to low income homebuyer.

Background

Housing and Community Development have partnered with Augusta/CSRA Habitat for Humanity for the development single family units utilizing HOME funds. Habitat for Humanity has a history of many years and has proven the ability to develop affordable housing in accordance to Augusta, Georgia and federal rules and regulation. Currently Habitat for Humanity is in the final stage of completing five units which will be sold to eligible homebuyers. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing five additional single family units:

Augusta/CSRA Habitat for Humanity is requesting funds for the following:

- 1851 Wilhelm Lane, Augusta, GA 30901 HOME Funds Requested: $ 98,262.65
- 1858 Walker Street, Augusta, GA 30904 HOME Funds Requested: $ 98,262.65
- 1843 Telfair Street, Augusta, GA 30904 HOME Funds Requested: $ 98,262.65
- 1847 Telfair Street, Augusta, GA 30904 HOME Funds Requested: $ 98, 262.65
- 1850 Hicks Street, Augusta, GA 30904 HOME Funds Requested: $ 98,262.65

The funding request is to assist with the cost associated with the construction of five (5) single family affordable unit. Habitat will not begin construction on additional units until the current units are sold. As a unit is sold, Habitat will be given notice to proceed for a new unit.

Analysis

Approval of the contract will allow the partnership to construct (1) single family unit in the Fleming Heights Community area to aid in the fight of blight.

Summary Financial

HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of $ 491,313.25 to assist in the construction of one single family affordable housing unit.

Alternatives

Do not approve HCD's Request.

Recommendation

Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to CSRA Habitat for Humanity to support the construction five (5) single family unit to be sold to low income homebuyer.

Funds

Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.

HOME Funds: 22107 3212

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1843 Telfair Street – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1843 Telfair Street, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. *Perform new construction services for a single-family unit.*
ii. *Will participate in bi-weekly construction meetings.*
iii. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site*
iv. *Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.*
v. *All projects are to possess the following components:*
    1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1843 Telfair Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1843 Telfair Street, Augusta, Georgia 30901

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an 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;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:
_____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
Mayor

By: _____ Date:_____
Charles Jackson
Interim Director, HCD

SEAL

_____
Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____
Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1847 Telfair Street – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1847 Telfair Street, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. *Perform new construction services for a single-family unit.*
ii. *Will participate in bi-weekly construction meetings.*
iii. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site*
iv. *Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.*
v. *All projects are to possess the following components:*
    1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1847 Telfair Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1847 Telfair Street, Augusta, Georgia 30901

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an 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;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:
_____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
Mayor

By: _____ Date:_____
Charles Jackson
Interim Director, HCD

SEAL

_____
Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____
Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1851 Wilhelm Lane – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1851 Wilhelm Lane, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. Perform new construction services for a single-family unit.

ii. Will participate in bi-weekly construction meetings.

iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site

iv. Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.

v. All projects are to possess the following components:

1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1851 Wilhelm Lane in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1851 Wilhelm Lane, Augusta, Georgia 30901

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an 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;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:
_____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
Mayor

By: _____ Date:_____
Charles Jackson
Interim Director, HCD

SEAL

_____
Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____
Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1858 Walker Street – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1858 Walker Street, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. *Perform new construction services for a single-family unit.*
ii. *Will participate in bi-weekly construction meetings.*
iii. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site*
iv. *Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.*
v. *All projects are to possess the following components:*
    1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1858 Walker Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1858 Walker Street, Augusta, Georgia 30901

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. <u>Timetable for Completion of Project Activities</u>

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility

status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an 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;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:

_____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
Mayor

By: _____ Date:_____

Charles Jackson
Interim Director, HCD

SEAL

_____

Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1850 Hicks Street – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1850 Hicks Street, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. *Perform new construction services for a single-family unit.*
ii. *Will participate in bi-weekly construction meetings.*
iii. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site*
iv. *Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.*
v. *All projects are to possess the following components:*
    1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1850 Hicks Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1850 Hicks Street, Augusta, Georgia 30901

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an 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;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:
_____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
Mayor

By: _____ Date:_____
Charles Jackson
Interim Director, HCD

SEAL

_____
Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____
Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Administrative Services Committee

November 24, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the November 10, 2026 Administrative Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

ADMINISTRATIVE SERVICES COMMITTEE MINUTES

Commission Chamber
Tuesday, November 10, 2026
1:15 PM

PRESENT:
Commissioners Don Clark, Tony Lewis and Tina Slendak, members. Also present Mayor Johnson, Rice, Wimberly.

ABSENT:
Brandon Garrett, member.

1. Motion to approve the purchase of one replacement pothole patch truck, at a total cost of $394,605.80 from Southern Vac of Gilbert, SC for the Engineering Department.

   Motion to approve

   Motion made by Lewis and second by Slendak
   Motion carried 3-0

2. Housing and Community Development Department proposes the reprogramming of Community Development Block Grant (CDBG) funds in the amount of $611,228.32 from the Community Development Block Grant-COVID-19 activities to eligible CDBG-CV activities that better address current community needs and urgently ensure the timely expenditure of HUD funds.

   Motion to approve

   Motion made by Lewis and second by Slendak
   Motion carried 3-0

3. Motion to **approve** the minutes of October 27, 2026 Administrative Services Committee Meeting.

   Motion to approve

   Motion made by Lewis and second by Slendak
   Motion carried 3-0

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