

INVITATION TO SUBMIT PROPOSAL

REQUEST FOR PROPOSALS – RFP NO.: 21-0105-7

**CONSULTANT SERVICES FOR THE DESIGN OF A NEW FACILITY FOR SECOND
HARVEST OF COASTAL GEORGIA**

**PRE-PROPOSAL CONFERENCE (AUDIO AVAILABILITY ONLY): 2:00 P.M., SEPTEMBER
2, 2021**

PROPOSALS RECEIVED BY: 2:00 P.M., SEPTEMBER 13, 2021

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER KENNETH A. ADAMS

R. JONATHAN HART

COUNTY ATTORNEY

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the qualification proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her qualification proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

- GENERAL INFORMATION
- PROPOSAL
- SCOPE OF SERVICES
- LEGAL NOTICE
- ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT; H. LOBBYING AFFIDAVIT; SECTION 3 SOLICITATION PACKAGE

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____ **DATE:** _____
SIGNATURE: **DATE:**

TITLE:

COMPANY:

ACKNOWLEDGE RECIEPT OF ADDENDUM(S) _____

Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or female ownership. Please check ownership status as applicable:

African-American _____ **Asian American** _____ **Hispanic** _____
Native American or Alaskan Indian _____ **Female** _____

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1623**

DATE: AUGUST 12, 2021

RFP No.: 21-0105-7

GENERAL INFORMATION FOR REQUEST FOR QUALIFICATIONS

This is an invitation to submit a proposal to supply Second Harvest of Coastal Georgia (End User) with services as indicated herein. Sealed proposals will be received at **the Office of the Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia** up to **2:00 P.M., September 13, 2021.** The Purchasing Director reserves the right to reject any and all proposals and to waive formalities. **This is a Section 3 Covered Contract. Section 3 Business Concerns are encouraged to apply.**

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed *or* printed in ink.

A **pre-proposal conference** is scheduled for **2:00 P.M., September 2, 2021.** **Participants may attend by calling 1-888-585-9008, conference room code 743-636-882, to discuss the specifications and resolve any questions and/or misunderstanding that may arise.** Participants attending remotely are asked to mute phones when not speaking in consideration of others. **You are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes.

Chatham County will be responsible for the award of the project on behalf of the End User and all proposers must follow Chatham County's purchasing requirements. Chatham County has an equal opportunity procurement policy. The County along with the End User seeks to ensure that all segments of the business community have access to providing services needed by the program. The County along with the End User will work to encourage utilization of disadvantaged and minority business enterprises in the procurement. The County along with the End User provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County along with the End User expects its contractors to make maximum feasible use of minority businesses and qualified minority employees.

SECTION I
INSTRUCTIONS TO PROPOSERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply the County along with the End User with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Qualification Proposals: All proposals shall be:**

- A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 **How to Submit Qualification Proposals: All proposals shall be:**

- A. **Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.**
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.

Mailing Address and Hand Delivery: Chatham County Purchasing & Contracting, Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.

QUALIFICATION PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.4 **How to Submit an Objection:** Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

- A. When a pre-proposal conference is scheduled, the proposer may object in writing

any time prior to or at the pre-proposal conference.

- B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

1.5 **Errors in Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.

1.6 **Standards for Acceptance of Proposers for Contract Award:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.

1.7 **Proposer:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to the County along with the End User in such capacity before a contract has been entered into between such party and the County for the use and benefit of the End User.

1.8 **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.

1.9 **Contractor:** Contractor or subcontractor means any person, firm, or business having a contract with the County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

- 1.10 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with Chatham County will not be considered.

** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for Chatham County or the End User, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to County's contract.

SECTION II

PROPOSAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **Multiple Proposals:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **Offers to be Firm:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 **Completeness:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **Liability Provisions:** Where Proposers are required to enter or go into the End User's property to take measurements or gather other information in order to prepare the proposal as requested by the End User, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold

harmless Chatham County and the End User from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with the End User by Chatham County.

2.6 **Certification of Independent Price Determination:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
- (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

2.7 **Award of Contract:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to the County along with the End User. The Board of Commissioners will make the determination as to which proposal best serves the interest of the County and End User.

2.8 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 – Vendor Disputes shall govern the review and resolution of all protests.

2.9 **Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County and the End User has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County along with the End User has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

2.10 **County Tax Certificate Requirement:** Contractor must supply a copy of their Tax

Certificate as proof of payment of the occupational tax where their office is located. Please contact the County Building Safety and Regulatory Services (912) 201-4300 for additional information.

No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

- 2.11 Insurance Provisions, General:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work, hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every contractor's responsibility to provide current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

2.11.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm being contracted with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County, the Owner and End User).

Chatham County as an "Additional Insured": Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County **is not** to be included as an "Additional Insured" on insurance contracts. The Owner and End User may elect to be named as "Additional Insured".

2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards.

Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.

- B. Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- C. Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.11.3 Special Requirements:

- A. Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. Extended Reporting Periods:** The Contractor shall provide a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given.
- E. Proof of Insurance:** The Contractor shall furnish certificates of insurance with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved. The Contractor must ensure

Certificate of Insurance is updated for the entire term of the Contract.

- F. Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination.
- H. Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved. Either the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the Owner, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.11.4 Additional Coverage for Specific Procurement Projects:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits:

Coverage Requirement:

\$1 million per claim/occurrence.

If "claims-made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

- 2.12 Indemnification.** The CONSULTANT agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia and Second Harvest of Coastal Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONSULTANT or its subconsultants. The CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT

further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia and Second Harvest of Coastal Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or his subcontractors or anyone directly or indirectly employed by any of them.

The CONSULTANT's obligation to indemnify Chatham County and Second Harvest of Coastal Georgia under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONSULTANT.

- 2.13 Compliance with Specification - Terms and Conditions:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.14 Signed Response Considered An Offer:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, End User's Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County and the End User may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 Notice to Proceed:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 Payment to Contractors:** Instructions for invoicing for service delivered are specified in the contract document.
- A. Questions regarding payment may be directed to the End User's Agent as specified in the contract documents.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progressor completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Contractor will provide an affidavit

certifying all suppliers, persons or businesses employed by the Contractor for the work performed has been paid in full.

- D. Every contractor, vendor, business or person under contract is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to the Owner by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This _____ day of _____, 20_____.

BY

SIGNATURE

DATE

COMPANY

TITLE

TELEPHONE NUMBER

REQUEST FOR PROPOSALS

**GENERAL CONDITIONS
SECTION III**

DESCRIPTION AND OBJECTIVES: Chatham County and the End User are requesting qualification proposals from qualified firms to perform **Consultant Services for the Design of a New Operations Facility for Second Harvest of Coastal Georgia, which** is located in Chatham County, Georgia. The County presents this "Request for Proposals" to describe its needs and those criteria which will be used to determine selection of services.

3.1 METHODOLOGY. The procurement described herein is being conducted as a Request for Qualifications through professional services selection, a method of selecting professional services as provided in The Chatham County Purchasing Ordinance and Procedures Manual. This may be a three-step selection process, a summary of which follows:

STEP 1/ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent. The goal of Step 1 will be to accept, evaluate and score qualification proposals that meet technical requirements and develop a "short list" (finalists) usually of no more than three firms that represent the best of all proposals.

-In the interest of a fair, objective and competitive process, Chatham County and the End User intends to accept all qualified proposals and give them complete and impartial consideration.

-Any proposal which does not meet all technical requirements may be disqualified as being non-responsive.

- Proposals which are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are not being further considered and why.

-Recommending proponents that best qualify for the short list will be done through a committee evaluation process based on established technical criteria as described herein. Final decision on the staff's recommendation is made by the Board of Commissioners.

Do **not** submit a Fee Proposal.

STEP 2/INTERVIEWS: The evaluation committee **may** interview each finalist firm. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will be interviewed.

NOTE: Do not submit a fee proposal.

STEP 3/NEGOTIATION OF FEE/SCHEDULE: The highest rated firm will be notified and brought in to negotiate fee and schedule with the County and End User. Prior to negotiation, the highest ranked firm will be presented, with any updates to, a "Scope of Work" to base its fee upon. If a negotiated fee cannot be reached with the highest ranked firm, the County will then enter negotiations with the 2nd ranked firm.

- 3.2 **PRE-PROPOSAL CONFERENCE.** A pre-qualification conference will be held at **2:00 P.M. on September 2, 2021.** **Participants may attend by calling 1-888-585-9008, conference room code 743-636-882.** Representatives from Chatham County and the End User will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation. **It is highly recommended to attend.**
- 3.3 **PROPOSAL DEADLINE.** The response to this 'Request for Proposal' must be received by the Purchasing Division no later than **2:00 P.M., September 13, 2021.** Any qualification proposal received after the time stipulated will be rejected and returned unopened to the proponent.

For good and sufficient reason, up to 24 hours before the advertised deadline, the County in cooperation of the End User may extend the response schedule. Should such action occur, all proponents who attended the pre-qualification conference will receive an addendum setting forth the new date and time. This will be provided initially by oral message or fax and followed by written verification.

It is emphasized that late proposals will be rejected.

- 3.4 **WITHDRAWAL OF PROPOSAL.** Any proposal submitted before the deadline maybe withdrawn by written request received by the County before the time fixed for receipt of qualification proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as received by the deadline as provided herein.
- 3.5 **CONFIDENTIALITY OF DOCUMENTS.** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the qualification proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law.
- 3.6 **FORMAT OF RESPONSES.** To be considered, proponents must submit a complete response to the request for proposals. The format for responses is presented in Section IV. All responses must be presented in this format, which will not be negotiable.

The response to the RFP must be submitted in 1 original and 6 copies to:

Ms. Robin Maurer
Asst. Director
Chatham County Purchasing and Contracting Department

1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1623 Fax: (912) 790-1627
Email: rlmaurer@chathamcounty.org

Please furnish one electronic version of your RFP on thumb drive or CD. All questions relating to the proposal prior to and after the Pre-Proposal Conference shall be directed to Robin Maurer by e-mail or fax. Deadline for questions will be September 3, 2021 by 5:00 PM.

- 3.7 **REJECTING QUALIFICATION PROPOSALS.** The County and End User reserves the right to reject any or all proposals and will not be bound to accept any proposal should Chatham County or the End User consider that the proposal would be contrary to the best interest of this project.
- 3.8 **COSTS TO PREPARE RESPONSES.** The County assumes no responsibility nor obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.9 **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of thisContract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant foremployment because of race, creed, color, sex, age, national origin, place of birth,physical handicap, or marital status.

SECTION IV SPECIAL CONDITIONS

- 4.1 Factors such as proponent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, ability to meet program goals, completion within a reasonable time will be considered in the shortlist and contract award recommendations made to the Board for their decision. Commitment in the level of involvement of MBE firms, consultants and employees will also be considered in evaluating proposals.

Firms will be evaluated initially on the basis of the written qualification proposals. Thus, the proposal must be complete, concise and clear as to the capability and intent ofthe respondent. Further evaluation may include an oral presentation which will be scheduled after receipt of the written qualification proposal.

As such, to maintain competitiveness and to ease evaluation, responses to the RFP

must be responsive to the following and presented in this format and order:

- Introduction/cover letter
- Experience in Similar Projects
- Qualifications/Key Personnel
- Project Understanding/Methodology
- Minority Outreach
- References

FORMAT ORDER AND GRADING CRITERIA OF RESPONSES TO THE RFP

NOTE: All qualification proposals will be presented on 8 1/2" by 11" paper, either bound or in a notebook with a maximum of 24 pages, one side. The information will be tabbed according to each requested section.

I. INTRODUCTION/COVER LETTER: You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and FAX number of one contact to whom any correspondence should be directed.

II. EXPERIENCE (35 points)

1. List of similar projects performed in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project. Chatham County or the End User's representative reserves the right to contact any known former clients about your performance.
2. Provide a narrative addressing Community Development Block Grant (CDBG) experience including other GA Department of Community Affairs (DCA) grant programs. Address any Housing and Urban Development (HUD) experience as well.

III. QUALIFICATIONS (30 points)

1. Provide narrative as to the history of the firm to include years in business in present form the resource capability of the firm to perform the required services.
2. List of key personnel including project manager along with resumes.

Identify person who on a day-by-day basis will be responsible for the work. Identify the key personnel necessary for implementing the project. Describe how key personnel will be involved in the project.

3. Describe current workload of the team that would be assigned to this project.
4. Acknowledge if your firm is a Section 3 Business Concern, (the attached Section 3 Business Concern Certification, Previous Certification and Action Plan must be filled out, signed, notarized and submitted with your proposal

IV. PROJECT UNDERSTANDING (20 points)

1. **List key elements of project and how each will be addressed. Show project schedule and personnel needed to implement each phase.**
2. **Demonstrate skills that will be used for CDBG project.**

V. MBE/WBE/PARTICIPATION (10 points) Proponents and Prime Consultants to make Good Faith Effort to utilize M/WBE sub consultants. Proponents will be awarded up to 10 points out of 100 based on a strong representation of M/WBE participation throughout its team composition. As a secondary consideration, preference in points will be awarded to firms who have demonstrated a commitment to employment of minorities or women, especially at the professional level.

VI. REFERENCES (5 points) References (at least three) on projects of similar size and scope, including contact, relationship, address and phone number.

4.2 EVALUATION CRITERIA (STEP 1). Based on requirements in Section IV, responses will be evaluated by an evaluation committee. While each proponent's proposal will be rated on its merits, the following will be regarded as assumptions applicable to each:

--Responses will follow the format and instructions within each section or subsection (proponents should consider Section IV as an outline or checklist).

--Responses should be complete.

--Responses should be presented in a clear and concise fashion.

Difficulty in reading any proponent's proposal because of confusing information, errors or missing information considered as key to a fair evaluation can result in its consideration as not responsive. PLEASE REMEMBER: EVALUATION OF THE QUALIFICATION PROPOSALS WILL DETERMINE WHICH FIRMS ARE

SELECTED FOR THE SHORTLIST.

- 4.3 **EVALUATION CRITERIA (STEP 2).** Based on an evaluation of proposals under Step 1, those proponents that make the "short list" (finalists) may be interviewed. If interviews are conducted, they will be scored using the same process as the proposals. **(30 points possible)**
- 4.4 **DISCRETION.** The County and End User shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners, which, after consideration of committee's recommendations, makes the final contract award decision.**
- 4.5 **ASSIGNMENT.** The contractor shall not assign or transfer any interest in the contract without the prior written consent.
- 4.6 **CONTRACT.** The successful respondent will be expected to execute a contract within 30 days of notice of award. **The successful respondent must complete concept drawings for submission to the State of Georgia by October 29, 2021.**
- 4.7 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS.** The proponent will perform the project as an independent contractor and not as an agent or employee of the County or End User. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from the County and End User before subconsulting any part of the project. Such permission should be obtained during the proposal evaluation stage.
- 4.8 **CHANGES.** In the event a contract is awarded, the End User may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including consultants, will require prior approval. At the least, replacements must be equal in experience and preserve commitment to MBE participants. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County along with the End User shall have the right to verify by audit of the proponent's records or, at the Owner's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County along with the End User

may accept and act upon claims made later if circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

4.9 TERMINATION OF CONTRACT. The County along with the End User shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County along with the Owner may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

4.10 ADEQUACY AND ACCURACY. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished under contract, will be conducted in a manner of the profession. Where the County along with the End User must have work done by change order or addition resulting from an error or omission by the Engineer/ Architect, the Engineer/ Architect shall provide, at no cost to the County or End User, all professional services attributable to the change order. This is in addition to the County's and End User's right to recover from the Engineer/ Architect damages for the Engineer's/Architect's errors and omissions.

SECTION V SCOPE OF SERVICES

CONSULTANT SERVICES FOR THE DESIGN OF A NEW FACILITY FOR SECOND HARVEST OF COASTAL GEORGIA

BACKGROUND

Established in 1981 in Savannah Georgia, America's Second Harvest of Coastal Georgia is a locally inspired, volunteer driven nonprofit food bank and community partnering organization. Second Harvest serves as the food safety net for tens of thousands of children, senior citizens, low-income families, and people with disabilities who are at risk for hunger throughout Southern Georgia.

Second Harvest of Coastal Georgia currently operates a facility at 2501 East Presidents Street in Savannah, Georgia. The facility serves as a full kitchen and distribution center for those in need. The new location is expected to reside on Chatham Parkway.

PURPOSE

Chatham County and the End User are requesting the services of a consultant for the design of the new facility. Funding for the construction of a new facility will be from Community Block Development Grant COVID-19 Pandemic Recovery Program funds. At a minimum, the new facility must include the following:

- Replacement of the existing service center and warehouse facility;
 - A new 48,000 sf Service Center
 - Service Center will serve as Second Harvest of Coastal Georgia's operations center
 - Service Center serves as the public interaction and acquisition facility
 - A new 132,000 sf Warehouse to support the operation
 - Parking and Drives for both the Warehouse and Service Center

SCOPE OF SERVICES

The contract for the consultant services will be in two tasks:

TASK #1

- In cooperation with the End User, provide a conceptual design plan on a scale suitable for submission with the grant application,
- Architectural renderings of new facility,
- Cost estimate that also include site work, utilities, lighting, fencing, permitting (including storm water requirements) and design services and contingency costs.
- This phase of the project must be completed by October 29, 2021 for submission with the grant application.

TASK #2

- Geotechnical and Topographical survey (previously developed)
- Preparing construction plans (staking, grading, paving and drainage, three phase erosion and sedimentation control, tree and landscape, structural, construction details, etc.)
- Permitting and associated documents (NRCS submittal, NOI, NOT, hydrology

analysis, water quality calculations, technical specifications, etc)

- Preparing bid documents and assistance in the bid process
- Construction inspection services
- Close-out documents" which would include an as-built survey of the paving, grading and drainage plan and any new utilities

ATTACHMENT B
PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____
Name

_____, _____
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following project - **CONSULTANT SERVICES FOR THE DESIGN OF A NEW FACILITY FOR SECOND HARVEST OF COASTAL GEORGIA** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of Individual Title & Authority

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

**Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____

Bid No: _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract.

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name:

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

**ATTACHMENT H
AFFIDAVIT REGARDING LOBBYING**

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE
CC NO. 168449
REQUEST FOR PROPOSALS

Sealed proposals and Section 3 documentation will be received until **2:00 P.M. on SEPTEMBER 13, 2021** in **Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. RFP NO. 21-0105-7 CONSULTANT SERVICES FOR THE DESIGN OF A NEW FACILITY FOR SECOND HARVEST OF COASTAL GEORGIA.**

A PRE-PROPOSAL CONFERENCE will be held at **2:00 P.M., SEPTEMBER 2, 2021.** Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. **You are encouraged to attend.**

This is a Section 3 Covered Contract. Section 3 Business Concerns are encouraged to apply.

Information which should be submitted for our evaluation is as follows:

History of firm and resources

Experience to include CDBG project and or other DCA grant programs

Key personnel/qualification

Current Workload

Scope and level of service proposed

Experience with similar project and list of references

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcounty.org> ,or by calling Robin Maurer, Asst. Purchasing Director, at (912) 790-1623. All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES.

This contract is subject to Federal and State contract provisions prescribed by the Georgia Department of Community Affairs. This project is covered under the requirements of Section 3 of the HUD Act of 1968, as amended and Section 3 Business Concerns are encouraged to apply.

Chatham County also abides by the following laws as they pertain to HUD Assisted Projects: Title VI of the Civil Rights Act of 1964; Section 109 of the Housing and Community Development Act of 1974, Title 1; Title VII of the Civil Rights Act of 1968 (Fair Housing Act); Section 104(b)(2) of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans with Disabilities Act of 1990 (ADA); and the Architectural Barriers Act of 1968.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH N/P INSERT: August 13, 2021

Mandatory Section 3 Solicitation Package

This mandatory solicitation package has been developed in accordance with DCA's Section 3 Policy for Covered HUD Funded Activities. DCA encourages all sub-recipients, contractors, and sub-contractors to review this policy prior to completion of the solicitation package. For those solicitations that meet the applicable Section 3 thresholds, this package must be returned in accordance with the applicable instructions to the contracting entity prior to award **or at the time of submission of a bid/proposal in order to claim a Section 3 preference**. The Section 3 Clause, required forms, and instructions are included in this package.

To be considered for a contract award exceeding \$100,000, the entire solicitation package must be satisfactorily completed and submitted prior to award. In order to claim a preference for a contract award exceeding \$100,000, the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification portions of the solicitation package must be satisfactorily completed and submitted at the time of submission of a bid/proposal.

For Section 3 Covered Assistance of \$100,000 or less, the solicitation package must be made available to bidders/offerors in accordance with DCA's Section 3 Policy; however, bidders/offerors are not required to submit the solicitation package unless a preference is being claimed. In this case, only the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification must be completed at the time of submission of a bid/proposal

Any bid/proposal claiming a preference must include the completed and signed Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification, and be submitted by the bid/proposal deadline.

The following Section 3 forms must be completed and returned as instructed:

- Section 3 Self Certification and Action Plan
- Previous Section 3 Compliance Certification
- Assurance of Compliance Certification

Additionally, if the contractor is claiming certification as a 51% Resident Owned Business (ROB) or is certifying as a 30% employer, the Resident Self-Certification and Skills Data Form must be returned for all employees who meet the low- or very low-income requirement as well as the appropriate Section 3 Business Certification.

Section 3 Solicitation Overview and Instructions for Contractors

The DCA Section 3 Policy requires that, when the **Section 3 regulation is triggered**, every effort within the contractor's disposal must be made, to the greatest extent feasible, to offer all available employment and contracting opportunities to Section 3 residents and Section 3 businesses based on the compliance methods below.

All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to residents of the local Public Housing Authority (PHA), and other low and very low income area residents and businesses, by posting the opportunity in community sources generally available to low income residents and the general public. Exercising a ***minimum of three (3)*** of the following listed sources must be completed prior to offering employment to anyone not covered by Section 3 requirements:
1. The local community newspaper
 2. The most widely distributed newspaper
 3. Company or agency website
 4. The management office of the local housing authority/homeless service agency/local low income housing community
 5. Local Workforce Board (i.e. Department of Labor)
 6. Local office of the Georgia Division of Family and Children Services
 7. Dodge Room <http://www.construction.com/dodge/dodge.asp>
 8. Other locations as approved by DCA
- B. The sub-recipient or contractor must check the HUD Section 3 Business Registry to determine if there are any Section 3 businesses in the County where the work will be performed. If there are Section 3 businesses in the County that may be able to perform the work, the sub-recipient or contractor must provide a copy of the contracting opportunity(ies) (e.g., bid notices) to the Section 3 businesses. See the HUD Section 3 Business Registry at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.
- C. Clearly stating in notices that the position is a "Section 3 covered position under the HUD Act of 1968 and that Section 3 Residents and Business Concerns are encouraged to apply."
- D. Placing the Section 3 Clause provided in Appendix A in ALL solicitations.
- E. When possible, other activities may be done to demonstrate effort to comply with the Safe Harbor Limits. These other efforts are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 and include:
1. Distributing or posting flyers advertising positions to be filled;

2. Contacting the local government or housing authority for a list of residents who have expressed interest in Section 3 employment;
 3. Holding job informational meetings for residents, contractors, etc...;
 4. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment positions.
- F. Linking residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- G. Working with DCA, the subrecipient or contractor as applicable in developing a communication and follow up process to track and report all Section 3 applications and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate. Provide preference in hiring and contracting to Section 3 applicants and contractors when employment or contracting opportunities are offered and all requirements are met and remain equal. Contractors must:
1. Provide this package to all sub-contractors when soliciting bids for all contracts or sub-contracts;
 2. Meet all the same processes in A-E; and
 3. Provide Preference to all sub-contractors meeting the definitions as stated in Section VI of DCA's Section 3 Policy for Covered HUD Funded Activities.
- H. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractors that elect Preference on the Certification and Action Plan form that meet that Preference criterion will be provided Preference in the award of the contract as provided in Part VI., Preferences and Eligibility of DCA's Section 3 Policy for Covered HUD Funded Activities.

Example:

Bill's electrical and Sue's Electrical bid a job where the housing authority has a budget of \$500,000. Bill bids \$480,000 and elects a Preference as a Section 3 business concern because he qualifies as a 51% Resident Owned Business. Sue bids \$450,000 but does not elect any Preference. Both companies met all the other requirements. Sue will be awarded the contract because Bill's bid was higher.

Important items to remember about receiving Preferences in contract award:

All contractors and/or subcontractors that elect a Preference and are awarded a contract must be in compliance prior to the issuance of a Notice to Proceed by DCA, the subrecipient, or the contractor based on the policies established for the applicable DCA funding program. The contractor and/or subcontractor must maintain the elected Preference standard during the entire contract or risk having the contract terminated for failure to comply. **See Appendix B for further details.**

When a contractor and/or subcontractor that elected a Preference is unable to identify a Section 3 resident or a Section 3 business for employment or contracting opportunities, the contractor then **must** offer employment related training to the Section 3 residents in the county. The training must be provided according to Part VII – Other Economic Opportunities in DCA’s Section 3 Policy.

Appendix A

Section 3 Clause

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

(f) Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Appendix B

Section 3 Contract Non-Compliance Cure /Termination Processes

This language is a component of contract compliance with the work to which you are responding in this solicitation. The full requirements are provided in the Section 3 Clause found elsewhere in this package and in DCA's Section 3 Policy for Covered HUD Funded Activities.

Any subrecipient or contractor claiming Preference **must be in compliance prior to issuance of a notice to proceed by DCA, subrecipient, or contractor based on the policies established for the applicable DCA funding program. This preference can be met by any of the three qualifications:**

1. Resident Owned Businesses (ROBs) owned and operated at 51% by Section 3 Residents.
2. Businesses that employ Section 3 residents at no less than 30% of the contractors aggregate full time staff.
3. Contractors that at the time of bid show evidence (meaning the specific name and preference met) of their intent to award no less than 25% of their total award to Section 3 business concerns.

The subrecipient or contractor must maintain compliance throughout the life of the contract. The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. The Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

Failure to meet the Section 3 requirements will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with DCA's Section 3 Policy.

DCA, the subrecipient or contractor shall execute these remedies to achieve compliance in this order:

NON-COMPLIANCE CURE PROCESS

- A. Based on the first observation or report of non-compliance with Section 3, the subrecipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The subrecipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.
- B. DCA, the subrecipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for non-compliance. If DCA, the subrecipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the subrecipient, or the contractor can extend the response period one time

for up to 5 business days to allow the violating party to identify and secure other compliance options.

NON-COMPLIANCE TERMINATION PROCESS

If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the subrecipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the subrecipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to the number of days out of compliance divided by the total contract period multiplied by the contract amount. For example, if a violating party is out of compliance for 30 days of a total contract period of 120 days and as part of total contract of \$600,000, then the liquidated damages will equal 25% (30/120) of the total contract amount (\$600,000), or \$150,000. At DCA's determination, any liquidated damages received must be paid to the subrecipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns.

DCA, the sub-recipient, or the contractor will hold **all funds due to the violating party until such time that a financial workout is completed.**

Additionally the violating party may be banned by DCA, the sub-recipient, and the contractor on future HUD funded projects.

Appendix C
Section 3 Forms

**Georgia Department of Community Affairs
Required Submittal - Section 3 Self-Certification and Action Plan**

All firms and individuals intending to do business with DCA, its subrecipients and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal in order to claim a preference on any contract or prior to award of a contract exceeding \$100,000 if no preference is claimed. **For contracts exceeding \$100,000, this document (signed, and notarized) must be satisfactorily completed to be eligible for award.**

Business Name:		
D.B.A. (if different from above):		
Address:	City:	State/Zip:
Business Phone: ()	Fax: ()	
E-Mail:	Business Website:	
Federal Employer Identification Number:	Owner Social Security Number (if no EIN):	
Contact Person & Title:	Contact Phone:	
Trade Description: <input type="checkbox"/> Carpentry <input type="checkbox"/> Heating (HVAC) <input type="checkbox"/> Electrical <input type="checkbox"/> Painting <input type="checkbox"/> Masonry Restoration <input type="checkbox"/> Asbestos <input type="checkbox"/> Plumbing <input type="checkbox"/> Roofing <input type="checkbox"/> Lead (Abatement) <input type="checkbox"/> General Contractor <input type="checkbox"/> Concrete <input type="checkbox"/> Ironwork <input type="checkbox"/> Carpet/Flooring <input type="checkbox"/> Rubbish Removal/Hauling <input type="checkbox"/> Appraisal Services <input type="checkbox"/> Landscaping <input type="checkbox"/> Demolition <input type="checkbox"/> Other: _____ _____ _____		
Date Business was established (MM/DD/YYYY): _____		
Type of Business (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Describe): _____ _____ _____		
Number of employees: Full-time: _____ Part-time: _____ Contract: _____ Total: _____		
Section 3 employees: Full-time: _____ Part-time: _____ Contract: _____ Total: _____		

I am Certifying as a Section 3 Business Concern and requesting Preference accordingly (Select only One Option):

Option 1

- A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:

_____ Initial here to confirm selection of this option

Option 2

- A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors' employees:

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

I anticipate my total number of employees for this contract to be ____ and ____ will be qualified Section 3 Residents/persons.

Option 3

- A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:

Attach a list of intended subcontract Section 3 business(es) with subcontract amount.

Attach certification & all supporting documentation for each planned subcontract Section 3 Business.

_____ Initial here to confirm selection of this option

I am NOT Requesting Preference under Section 3:

I am NOT certifying as a qualified Section 3 Business Concern and I am not requesting a preference. However if I do trigger the regulation by doing any sub-contracting or hiring, I will comply by meeting all requirements of DCA's Section 3 policy and am committing to do the outreach as specified below.

Check all methods you will employ to secure Section 3 Residents/Businesses
 Posting the position/contract opportunity in community sources that are generally available to low income residents and Section 3 Businesses and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Notarial Affidavit

Sworn to and subscribed before me this _____ day of _____, 20____.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

Georgia Department of Community Affairs
Required Submittal - Previous Section 3 Compliance Certification

Name of Business: _____

Address of Business: _____

Type of Business (Check One): Corporation Partnership
 Sole Proprietorship Other

Business Activity: _____

All firms and individuals intending to do business with DCA, its subrecipients, or contractors **MUST** complete and submit this certification of prior compliance prior to award of any contract exceeding \$100,000. Please check the appropriate line box below and sign and date the form.

1. I am certifying that I have complied with the HUD Section 3 Regulations, when triggered by new hiring or contracting opportunities, in my past contracts **when required** by the recipient, subrecipient or contractor by either:
- i. Certifying as Resident Owned Business (ROB); or,
 - ii. Employing Section 3 residents for at least 30% of the newly hired workforce; or,
 - iii. Subcontracting 25% of the total dollar award to a qualified Section 3 Business; or,
 - iv. Hiring or contracting to the "greatest extent feasible" with Section 3 Residents or Section 3 Businesses.

Check this box

2. I have never done any HUD funded contracting.

Check this box

3. I completed HUD Section 3 covered contracts in the past three years but the regulation was not triggered because either there were no new hires on the contract(s) and/or I did not do any new contracting or subcontracting.

Check this box

Signature: _____

Print Name: _____

Title: _____

Required Submittal - Assurance of Compliance Certification
Section 3 Action Plan

**Housing and Urban Development Act of 1968
(12 U.S.C. 1701 U)**

Contract/Solicitation Name or Number:

DCA Funding

Program: _____

Entity Receiving DCA Funding Award: _____

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Policy of DCA, its subrecipients and contractors to the greatest extent feasible is adhered to, and to serve as the "assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

Description of the project's work detail: The project work will be as listed in the final scope of work in the contract with DCA, its subrecipients and contractors including any change orders. List all known subcontractors below:

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Use an additional sheet if required.

Note: If subcontractors are unknown at this time, print UNKNOWN on the line above. Also, the contractor must notify DCA or subrecipient if subcontractors are added or changed during the contract.

Any changes to this certification requires a resubmission of this form to DCA or subrecipient.

Preliminary Statement for Work Force Needs:

DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and Business Concerns during the course of the contract funded by DCA via its subrecipients and contractors. Please list the status of all planned employment positions and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, regardless of whether your firm has elected a preference, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute NEW hires. You must notify DCA, its subrecipient or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. The anticipated workforce list may be provided on a separate sheet or in a different format.**

<u>List All Employees</u>	<u>Date Hired</u>	<u>Section 3 Resident (Yes/No)</u>	<u>Job Title/Trade</u>	<u>Salary Range</u>
Name: Address: City, ZIP:				
Name: Address: City, Zip Code:				
Name: Address: City, Zip Code:				
Name: Address: City, Zip Code:				

Use additional pages as needed.

"To the Greatest Extent Feasible":

The Contractor has identified ___ # of **OPEN** positions with respect to this contract. The positions are filled by the _____ (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with eligible Section 3 residents.

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with DCA, its subrecipients, and contractors staff to notify residents of any opportunities afforded under the contract. The contractor will partner with DCA, its subrecipients, and contractors by giving preference of any employment opportunities to the Section 3 persons or businesses.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents and Section 3 businesses, as applicable. The contractor must also document their recruiting efforts and any impediments to compliance with DCA’s Section 3 policy and the requirements of this solicitation package. This documentation must be submitted to the recipient or sub-recipient.

1. DCA, its subrecipients and contractors shall: Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Conduct solicitation in accordance with DCA’s Section 3 policy and the requirements outlined in the solicitation package.

The contractor shall review all employment applications and determine if low-income and very low-income residents or Section 3 businesses meet minimum hiring or contracting qualifications. If these applicants meet such minimum qualifications, but are not hired due to lack of employment opportunities or for other reasons, they will be placed on a priority list and offered positions/contracts upon the occurrence of the first available appropriate opening.

Utilization of Section 3 Businesses Located Within the County:

The subrecipient or contractor does ___ does not ___ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions. Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The subrecipient, contractor or subcontractor, as applicable, shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc., in connection with this contract. If a report is needed in the future, the subrecipient, contractor or subcontractor, as applicable, agrees to provide all records upon request. The contractor

shall, upon request, provide such records or copies of records to HUD, DCA, their subrecipients, contractors, staff, or agents. Records shall be maintained for at least three (3) years after the close of the contract.

Reports:

The subrecipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The subrecipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the subrecipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The subrecipient, contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

Signature

Date

Print Name

Title

**RESIDENT SECTION 3 SELF-CERTIFICATION
AND SKILLS DATA FORM**



The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting

I, _____, am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined within this Certification.

My home address is: _____
Must be a **Street** address not a P O Box #
Apt Number

City
State
Zip
Home #
Cell #

 County of Residence

Graduated High School or GED (month/year): _____ I Read and Speak English Fluently: Yes or No

Attended College, Trade, or Technical School: Yes or No Graduated? Yes or No Year Graduated: _____

Check the Skills, Trades, and/or Professions in which you have been employed or contracted to do for others:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Framing |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Electrical | <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Exterior Plumbing |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Stucco | <input type="checkbox"/> Window/Door Replacement | <input type="checkbox"/> Construction Cleaning | <input type="checkbox"/> Exterior Framing |
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Receptionist | <input type="checkbox"/> Sales | <input type="checkbox"/> Telephone Customer Service |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Personal Care Aide | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> CDL License | <input type="checkbox"/> Roofing | <input type="checkbox"/> Concrete/Asphalt Work | <input type="checkbox"/> Heavy Equipment Operator |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Metal/Steel Work | <input type="checkbox"/> Welding | |
| <input type="checkbox"/> Other | | <input type="checkbox"/> Other | |

I am certifying as a Section 3 Resident: **Person seeking Training** or **Person seeking employment**

(Check all that apply):

I am a public housing or section 8 Leaseholder I live in the service area

My total annual household income is \$_____. There are a total of _____ people living in my household.

I certify that all of the information given on this Certification is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

 Signature

 Date

Printed Name: _____

Purpose:

The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
 - I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the Section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families. The most recent income limits established for each county may be found at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>.

Subrecipient or Contractor to Insert 2013 Income Limits for Project Location

FY 20XX Income Limit Area	Median Income	FY 20XX Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
		Very Low (50%) Income Limits								
		Low (80%) Income Limits								

**RESIDENT SECTION 3 SELF-CERTIFICATION
AND SKILLS DATA FORM
AFFADAVIT**

STATE OF _____

County of _____

I, _____, a Notary Public of the City/County of _____,
State of _____, do hereby certify that, _____, whose
name is signed to the writing above bearing date on the _____ Day of _____,
20____, has acknowledged the same before me in my State aforesaid.

Given under my hand and official seal, this the _____ day of _____, 20____.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION

The Georgia Department of Community Affairs (DCA) is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for business opportunities, events and educational programs.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for State of Georgia residents, DCA has instituted a Section 3 Self Certification process.

Businesses seeking certification must complete and submit the attached Section 3 Business Concern Self Certification forms as follow:

1. If your company is qualified because it is owned (51% or more) by one or more Section 3 residents, then complete **Form A, "Section 3 Business Concern – Resident Business Owner(s) Verification"**;

OR

2. If your company is qualified because 30% or more of its full time permanent workforce are Section 3 Residents*, then complete **Form B, "Section 3 Business Concern – 30% + Workforce"**.

OR

3. If more than 25% of all subcontract work to be awarded shall be performed by Section 3 business concerns as described above, then complete **Form C, "Section 3 Business Concern-Subcontractor"**.

Please answer all questions, sign the completed forms, and notarize the affidavit.

Completed packets must be returned to the subrecipient or contractor as follows:

Name of subrecipient/contractor: _____

Attn: _____

Mailing Address: _____

If you have any questions or require assistance, please contact:

Name: _____

Phone Number: _____

Email Address: _____

Form A
SECTION 3 BUSINESS CONCERN
Resident Business Owner(s) Verification

A business can be certified as a Section 3 Business Concern if the business is owned (51% or more) by Georgia Section 3 Resident(s).

Name of Owner: _____

Home Street Address: _____

Home City, County, & Zip Code: _____

Name of Business: _____

Percentage of Ownership: _____%

Low- to – Moderate Income (80% of Median)

Check the appropriate box for your family size and income *if your total household income is equal to or less than the Gross Household Income Maximum amount listed for your appropriate household size:*

Check Box	# of Persons in Household	Gross Household Income Maximum
<input type="checkbox"/>	1 Individual	
<input type="checkbox"/>	2 Individuals	
<input type="checkbox"/>	3 Individuals	
<input type="checkbox"/>	4 Individuals	
<input type="checkbox"/>	5 Individuals	
<input type="checkbox"/>	6 Individuals	
<input type="checkbox"/>	7 Individuals	
<input type="checkbox"/>	8 Individuals	

(Effective _____, 2013)

If the business is owned by more than one Section 3 resident, list each owner below and each should submit a separate Resident Business Owner Verification Form (Form A).

Please list additional Section 3 Resident owners of the business below:

Name	Position	% Percentage of Ownership

I certify that I am a resident of the State of Georgia and my total household income last year was not more than the amount shown above for my family size. I further certify the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print: _____ Signature: _____ Date: _____

Form B
SECTION 3 BUSINESS CONCERN
30% + Workforce

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. You may also certify as a Section 3 Business Concern if, for this award, you will hire Section 3 residents for at least 30% of your permanent, full-time employees for this specific project. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for **all permanent, full-time employees**.

You may attach additional copies of this chart, if necessary.

List All Employees	Date Hired	Section 3 Resident	Job Title/Trade	Salary Range
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Total Number of Employees:	Full-Time:	Part-Time:	Contract:	
Number of Section 3 Residents:				
Section 3 % of Total Workforce:				

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____

Form C
SECTION 3 BUSINESS CONCERN
Subcontractor Awarded

A business can be certified as a Section 3 Business Concern if the firm makes a commitment to subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to be awarded to: A) Section 3 Resident Owned Businesses; or B) Businesses for which 30% or more of their permanent full-time workforce is comprised of Section 3 Residents.

List all work performed by Section 3 Business Concerns Identified (This Form is to be updated as Section 3 Business Concerns are awarded through the completion of the project):

Name of Business	Qualifying Conditions	Total Contract Award

All identified Section 3 Business Concerns listed above are required to complete a Section 3 Self Certification Application (Forms A – C as appropriate) or provide proof of Section 3 Certification status. Attach all required documents to this form.

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 business concern.

Print Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____