INVITATION TO SUBMIT

$P\,R\,O\,P\,O\,S\,A\,L$

REQUEST FOR PROPOSALS - RFP NO.: 22-0021-7

REQUEST FOR PROPOSAL FOR ADMINISTRATION SERVICES FOR THE EMERGENCY RENTAL ASSISTANCE PROGRAM

PRE-PROPOSAL CONFERENCE (AUDIO AVAILABILITY ONLY): 2:00 P.M., MARCH 10, 2022

PROPOSALS RECEIVED BY: 5:00 P.M., MARCH 24, 2022

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE COMMISSIONER LARRY RIVERS COMMISSIONER BOBBY LOCKETT COMMISSIONER PATRICK J. FARRELL COMMISSIONER TANYA MILTON COMMISSIONER AARON WHITELY COMMISSIONER DEAN KICKLIGHTER 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 proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

X GENERAL INFORMATION

<u>X</u> PROPOSAL

- X SCOPE OF SERVICES
- <u>X</u> LEGAL NOTICE

 \underline{X} 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

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:

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 India	an Female	

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

DATE: <u>February 23, 2022</u>

RFP NO.:22-0021-7

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to select a Consultant or Consultants to supply Chatham County with Grant Administration Service. Sealed proposals will be received at the Office of the Purchasing Director, 1117 EISENHOWER DRIVE, SUITE C, and SAVANNAH, GEORGIA up to <u>5:00 P.M., MARCH 24, 2022</u>. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in this 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 has been scheduled for <u>2:00 P.M., MARCH 10, 2022.</u> 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.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County 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 expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the <u>Chatham County Purchasing Ordinance</u>.

All businesses/firms requesting to do business with Chatham County **must register** on-line at <u>http://purchasing.chathamcounty.org</u>. The County's Purchasing Division is interested in fostering participation by all qualified business persons offering commodities and services. For additional information, please contact Purchasing and Contracting at 912-790-1620.

SECTION I INSTRUCTIONS TO PROPOSERS

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

1.2 HOW TO PREPARE 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.
- B. 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 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.
 - a. Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.
 - b. Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.
- **1.4 <u>HOW TO SUBMIT AN OBJECTION:</u>** 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 to both 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 <u>ERRORS IN PROPOSALS</u>: 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 Chatham County in such capacity before a contract has been entered into between such party and the County.
- **1.8** <u>COMPLIANCE WITH LAWS:</u> 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 CONSULTANT:** Consultant or subconsultant means any person, firm, or business having a contract with Chatham County. The Consultant 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 LOCAL PREFERENCE:** The Consultant agrees to follow the local preference guidelines where practical and allowable.
- **1.11 DEBARRED BUSINESS/FIRM AND PENDING LITIGATION:** Any potential proposer listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. If at any point the proposers is placed on the Federal or State or Georgia Excluded Parties Listing, it is the proposer's responsibility to inform the County immediately. 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 previously defaulting or terminating a contract with the County will not be considered. Successful proposers with whom the County enters into a contract with for goods or services will notify the County if they become debarred during the course of the contract.

** 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 the Board, bidder shall not utilize any businesses/firms that have been a party to any of the above actions. If bidder has engaged any business/firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that business/firm with respect to Board contract.

1.12 PERFORMANCE EVALUATION: On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, at a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director

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** <u>**MULTIPLE PROPOSALS:**</u> No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention 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** <u>**COMPLETENESS:**</u> All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- **2.5 <u>LIABILITY PROVISIONS:</u>** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, 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 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 Chatham County.
- **2.6** <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: 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 business/firm to submit or not submit an offer for the purpose of restricting competition.
- 2.7 <u>AWARD OF CONTRACT</u>: The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.8 <u>PROCUREMENT PROTESTS</u>: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the <u>Purchasing</u> <u>Director</u> for review and resolution. The <u>Chatham County Purchasing Ordinance Part 9</u> <u>Vendor Disputes</u> shall govern the review and resolution of all protests.
- 2.9 <u>**OUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER):</u>** 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 has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.</u>

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

2.10 <u>COUNTY TAX CERTIFICATE REQUIREMENT:</u> A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A business/firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

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

2.11 <u>INSURANCE PROVISIONS, GENERAL:</u> The selected CONSULTANT 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 Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in the Bid. It is every Consultant's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

2.11.1 <u>General Information that shall appear on a Certificate of Insurance:</u>

- I. Name of the Producer (Consultant'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 business/firm Chatham County is contracting 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).

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 <u>is not</u> to be included as an "Additional Insured" on insurance contracts.

2.11.2 <u>Minimum Limits of Insurance to be maintained for the duration of the contract:</u>

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Consultant or Tenant. This policy coverage includes: premises and operations, use of independent consultants, 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 Consultant 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, each employee and Statutory Worker's Compensation limit.

C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Consultant'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:

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.

- A. **Extended Reporting Periods**: The Consultant shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- B. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- C. **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 to the County.
- D. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and 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 by, the County before services are rendered. The Consultant must ensure Certificate of Insurance are updated for the entire term of the County.
- E. **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.
- F. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- G. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles

or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.12 **INDEMNIFICATION:** The PROPOSER agrees to protect, defend, indemnify, and hold harmless Chatham County, 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 PROPOSER or its subproposers. The PROPOSER'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. PROPOSER further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, 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 PROPOSER or his subconsultant or anyone directly or indirectly employed by any of them.

The PROPOSER's obligation to indemnify Chatham County 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 PROPOSER.

- 2.13 <u>COMPLIANCE WITH SPECIFICATION TERMS AND CONDITIONS:</u> 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 <u>SIGNED RESPONSE CONSIDERED AN OFFER:</u> 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, Purchasing Director or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action, as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 <u>NOTICE TO PROCEED</u>: The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and the Purchasing Director or his designee issues a Notice to Proceed. 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 **<u>PAYMENT TO CONSULTANT</u>**: Instructions for invoicing the County for service

delivered to the County are specified in the contract document.

- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Consultant will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Consultant will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Consultant for the work performed for the County have been paid in full.
- D. Chatham County is a tax-exempt entity. Every consultant, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- **2.17 LICENSES, PERMITS, AND TAXES:** The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. The Purchasing & Contracting Office upon request (912) 790-1620 will provide a Tax Exemption Certificate.
- 2.18 <u>MINORITY WOMEN BUSINESS ENTERPRISE PARTICIPATION:</u> It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these businesses/firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and <u>intended</u> actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those businesses/firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE business/firm. Proposers may also provide demographic information regarding their employees to show their commitment to equal opportunity. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator, please contact Connell Heyward, at (912) 652-7828 or cheyward@chathamcounty.org.

2.19 SPECIAL PROVISIONS FOR PROCUREMENT-FEDERAL REQUIREMENTS

The following federal provisions in detail will apply and be included in the contract.

1. Equal Employment Opportunity requirements - During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, I including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.";

2. Davis Bacon Act (40 U.S.C. 3141-3148)

3. Anti-Kickback Act (40 U.S.C. 3145) - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, —Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland —Anti-Kickbackl Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, —Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United Statesl). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.;

4. Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) - (1) Overtime requirements -No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation: liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section;

5.Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401) - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.;

6. Clean Air Act (42 U.S.C. 7401-7671q) and Water Pollution Control Act (33 U.S.C

1251-1387) - Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation

as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance;

7. **Debarment and Suspension (Executive Orders 12549 and 12689) -** By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

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

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made

or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this ______ day of ______, 20____

By_

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

9. Procurement of recovered materials (2 C.F.R. 200.323) (pursuant to section 6002

of the EPA-s Solid Waste Disposal Act) - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

10. Prohibition on certain telecommunications and video surveillance services or

equipment (2 C.F.R. 200.216) - ; (a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any s ubsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

11. **Domestic preferences for procurements (2 C.F.R. 200.322)** (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products

such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

- **3.1 DESCRIPTION AND OBJECTIVES:** Chatham County is seeking a qualified Consultant to administer grant services for the Emergency Rental Assistance Program. . The award of a contract will be federally funded. As such, federal laws, regulations, policies and related administrative practices will apply. Contract term shall be for one (1) year with the option to renew for four (4) additional one (1) year terms or until funds are expended, whichever comes first.
- **3.2** <u>METHODOLOGY</u>: The procurement described herein may be conducted in a <u>two-step</u> <u>process</u>.

STEP ONE- ACCEPTANCE AND EVALUATION OF QUALIFICATION PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal <u>may</u> be disqualified as being non-responsive. Proposals that are deemed incomplete as to substance and content may be returned without

consideration. A shortlist of qualified businesses/firms will be developed and ranked.

STEP TWO-INTERVIEWS: The evaluation committee **may** request an interview with short-listed businesses/firms. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of businesses/firms that will interview/present.

- **3.3 PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **2:00 P.M., MARCH 10, 2022.** Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. Representatives from Chatham County will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation.
- **3.4 PROPOSAL DEADLINE:** The response to this 'Request for Proposal' must be received by the Purchasing Division no later than **<u>5:00 P.M., MARCH 24, 2022.</u>**

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

- **3.5** <u>WITHDRAWAL OF PROPOSAL:</u> Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.
- **3.6** <u>**CONFIDENTIALITY OF DOCUMENTS:**</u> 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 proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. <u>Proponent shall have no contact with any</u> <u>Department Representative or Evaluation Committee Member during and after the evaluation process</u>. Any information contained in the proposal that is considered by the <u>Proponent as "proprietary" to remain confidential shall be clearly identified and justified.</u>

- **3.7 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.
- **3.8 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to be considered, proponents must submit a complete response to the Request for Proposal. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:
 - A. Executive Summary
 - B. Qualifications/Experience
 - C. Methodology and Implementation Plan
 - D. M/WBE Participation
 - E. Fee Proposal
 - F. References
 - G. Other Relevant Facts/Information.
 - H. Required Document Attachments

Each proposal must be submitted in one (1) original and five (5) copies and one (1) electronic version of your RFP on thumb drive or CD to:

Ms. Robin L. Maurer, Asst. Purchasing Director Chatham County Purchasing Department 1117 Eisenhower Drive - Suite C Savannah, GA 31406 (912) 790-1623

- **3.9** <u>COMPENSATION:</u> Businesses/Firms shall detail how they plan to structure their fees on the fee proposal form in Section V.
- **3.10 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

- **3.11** <u>COST TO PREPARE RESPONSES:</u> The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- **3.12 INQUIRIES:** Direct any questions related to this RFP to Ms. Robin Maurer, Asst. Purchasing Director, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. If you choose to mail your questions, do not place the RFP number on the outside of the envelope. *DEADLINE FOR ALL QUESTIONS IS one week prior to due date.* All questions shall be delivered by hand, mail, fax or e-mailed as follows:

Chatham County Purchasing and Contracting Division Attn: Robin Maurer, Asst. Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 (912) 790-1627 (FAX) rlmaurer@chathamcounty.org

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE STATED IN WRITING.

3.13 <u>METHOD OF SOURCE SELECTION:</u> Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by <u>Part 3 of the Chatham County Purchasing Ordinance</u> for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposal (RFP). The County will not use any other factors or criteria in the evaluation of the proposals received.

3.14 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the COMPANY agrees as follows:

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

SECTION IV

EVALUATION AND AWARD ADMINISTRATION SERVICES OF THE EMERGENCY RENTAL ASSISTANCE PROGRAM

4.1 <u>PENDING LITIGATION:</u> Proposals will not be accepted from any business, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding

claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.

- **4.2 EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE businesses/firms, consultants and employees will also be considered in the evaluation of proposals. *The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Consultant Services requested.*
- **4.3** <u>SELECTION PROCESS:</u> <u>Proposals will be evaluated initially on the basis of the</u> written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent. Further evaluation may include an oral presentation, which will be scheduled after receipt of the written proposal and approval of the shortlist.
- **4.4 <u>CONTRACT:</u>** Contract term shall be for one (1) year with the option to renew for four (4) additional one (1) year terms or until funds are expended, whichever comes first.

4.5 **PROPOSALS MUST BE RESPONSIVE TO:**

4.5.1 INTRODUCTION/COVER LETTER (SECTION A): You should provide no more than a two (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 (1) contact to whom any correspondence should be directed. This section should include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

4.5.2 QUALIFICATIONS AND EXPERIENCE - TOTAL POSSIBLE POINTS: 30 points (SECTION B):

- A. **Contact Information:** Provide the name, title, address, and telephone number of the person (s) who will be assigned to perform service under the proposal.
- B. **About Your Organization:** Provide details about your organization including the structure and an organizational chart. Provide number of years the Proposer has been in business under the present business name, as well as related prior business names.
- C. **Resumes/credentials:** Provide the Resumes/credentials of the person(s) who will perform the services required and state how long they have been with your company. For each key staff person that will participate in the program, attach

a resume. Highlight key and relevant experience. Credentials may be subject to verification.

- D. **Experience:** Provide adequate information to describe the scope of the offeror's previous experience in administering grant services under an Emergency Rental Assistance Program. Include the name(s) and qualifications of the personnel that provided this service.
- E. Include proof of experience with application process through screen shots of portal application sample and sample reporting.
- F. Describe software to be used and outline previous experience using that software and provide screen shots of cloud-based portal.
- G. Describe any innovative methods or concepts that might facilitate the success and efficiency of implementation and administration of the program.
- H. Proposal should include description of grant administration services to include funding source, brief overview of the project, amount requested and amount funded. In addition, any grant management experience should have similar information.

I. Provide detail of your experience in reporting as it pertains to federal funds and your familiarity with federal requirements.

J. List your various areas of expertise as it relates to grant administration.

4.5.3 METHODOLOGY AND IMPLEMENTATION PLAN - TOTAL POSSIBLE POINTS: 30 (SECTION C):

- A. Understanding the Scope of Work: Provide a narrative, which demonstrates your understanding the Scope of Work and your approach to grant administration services. Your approach should include a systematic process and explanation of your staffing approach, customer service, technology to be utilized, application processing, follow-up and performance metrics. Along with your process provide a schedule for the project. Explain your procedures for follow-up with applicants and reporting. Reporting should detail software programs that will be utilized.
- B. Describe how the proposer will initiate payment to eligible households, landlords, and utility providers. Outline quality controls over payment processing to include what system will be utilized, how the proposer will ensure compliance with guidelines regarding payment limitations and how the proposer will seek reimbursement from the County.
- C. Provide sample applications, screen shots of cloud based platform, and samples of monthly/quarterly reports.

- D. Generally, detail the involvement and role of County staff and County resources in the process.
- E. Discuss your current workload and anticipated rate of expansion based on contract with the County. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

4.5.4 M/WBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D):

Commitment in the level of local M/WBE business/firms, subcontractors, consultants and employees. Approach to meeting and exceeding the M/WBE requirements. History of Minority-owned, Women-owned business utilization in the past.

4.5.5 FEE PROPOSAL - TOTAL POSSIBLE POINTS: 20 (SECTION E):

Consultant will provide an itemized budget that includes staff titles, project roles, anticipated hours, and billing rates for all proposed project personnel and subconsultants, and provide a total fee for the project. The total fee amount shall identify and include all professional services, foreseeable costs and expenses, technology, overhead and profit that are deemed necessary to successfully complete these activities. If appropriate, provide a table with specific fees identified.

4.5.6 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION D): Please provide at least five (5) current or past government clients for whom you furnish(ed) similar services. Please provide the client's name, address, phone number and the name of a contact person. Chatham County is interested in how long that reference has been your client.

4.5.7 INTERVIEWS/PRESENTATIONS (IF REQUIRED) – TOTAL POSSIBLE POINTS: 30

- **4.6 <u>CONTRACT</u>:** The successful respondent will be expected to execute a contract within 30 days of notice of award. No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.
- **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. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.

4.8 ASSIGNMENT: The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the County.

SECTION V TECHNICAL SPECIFICATIONS

- **5.1 <u>PURPOSE OF REQUEST:</u>** Chatham County Board of Commissioners is seeking a program administrator with experience, capacity, and training necessary to administer the Emergency Rental Assistance Program (ERAP); providing financial assistance and housing stability services to eligible households in Chatham County (County), consistent with the requirements and compliance guidelines set forth by the U.S. Department of the Treasury (Treasury).
- **5.2 BACKGROUND:** With a population of close to 300,000, the County was allocated funds by the Treasury to assist households that were unable to pay rent and utilities due to the COVID-19 pandemic. The County executed contracts with an array of local non-profit, community-based organizations throughout 2021 to assist with the administration of the ERAP. As additional funds were made available, the County has an interest in exploring Consultants whose sole responsibility and focus is to ensure residents can remain in their primary, preferred residence and reduce the eviction rate.

ERAP 1: The Trump administration, under the year-end COVID-19 relief and omnibus spending package, allocated \$25 billion dollars for ERAP to be administered by the Treasury. The County's total allocation in this bill is \$8,712,086. As of December 31, 2021, \$8,618,509 have been obligated, with a remaining \$93,577 available for expenditure for direct assistance.

* In addition, Chatham County plans to request additional funds from the State Office (Department of Community Affairs) under their ERAP 1 allocation, not to exceed \$3,000,000. These funds will need to be expended by September 30, 2022 and therefore should be the initial focus on the project.

ERAP 2: The American Rescue Plan Act (ARPA) of 2021 was signed into law by President Biden on March 11, 2021. The legislation allocated \$21 billion dollars for ERAP Phase 2 under the administration of the Treasury. The County's total allocation from this bill is \$6,893,465. The initial payment of \$2,757,386 (40%) was received on May 11, 2021. As of December 31, 2021, \$440,000 has been obligated. Subject to any reallocation of ERAP 2 funds by U.S. Treasury beginning on March 31, 2022. The total budget for the program will not exceed \$6,893,465, the total allocation to Chatham County. The County is interested in ensuring that the remaining \$6,453,465 will be delivered to support residents specific to rent and utility needs, by March 31, 2025, with an estimated \$500,000 to be spent for administrative support.

5.3 <u>METHODOLOGY:</u> The County faces several challenges as is the case with many other communities – individuals and families negatively impacted by the COVID-19 pandemic due to their being laid off from work, inability to pay rent and utilities while struggling to manage an increased amount of time at home. Funds to the County by the recent

legislation are intended to help the most vulnerable residents of Chatham County. However, it also creates a challenge to ensure full compliance with the eligibility requirements, to mediate agreements between landlords and tenants while reviewing client tracking tools to reduce duplication of payments and identifying potential fraud.

Under ERAP 1: Not less than 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs. Funds generally expire on September 30, 2022.

Under ERAP 2: Not less than 75% percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Up to 10% of funds are available for housing stability services, including case management and other services intended to keep households stably housed, with remaining 15% for administrative costs. Deadline for expenditures is March 31, 2025.

5.4 <u>SCOPE OF WORK:</u>

5.4.1 Consultant's Responsibility

- A. In conjunction with the County, develop a program design, policies and forms needed to ensure full compliance with the requirements set by the Treasury.
- B. Develop a program application, in form and content, that once approved by the County, is available in both online and hardcopy formats, that can be emailed, mailed and faxed, keeping in mind the needs of non-native English speakers, the elderly, persons with limited access to technology and persons with disability.
 - 1. Work with the County to develop a mutually satisfactory application and application process that ensures collection and documentation of the information necessary to comply with, and to demonstrate compliance with, all of ERAP's Treasury requirements.
 - 2. Ensure the intuitive customer friendly application is available on the County's website and applicants have upload options to attach supporting and/or requested documentation, with an option to save as draft and continue to submit with time and date stamp.
 - a. Grant permission to County to access the application portal with dynamic dashboard and capability to customize reports, in order to monitor and review status of applications.
 - 3. Application should capture appropriate information, including, but not limited to: the need for prioritization of assistance; the household's eligibility; other sources of financial assistance, where

applicable; evidence of need based on negative COVID-19 impact. Contractor is expected to document, in detail, justification for awarding and for declining financial assistance or housing stability services to applicants.

- a. Ideally the online portal has the ability to 'go live' within 30 business days of the executed contract.
- b. Review submitted applications and notify applicants of their eligibility or, in cases of incomplete applications, the need for additional information, within five business days of receipt of the application.
- c. Review applications, determine payments and award funding as defined by the eligibility requirements outlined in Attachment X.
- d. Continue to accept applications and evaluate for eligibility pursuant to the prioritization requirements as defined by the County and in compliance with the Treasury; any change in program design and delivery has to be approved by the County.
- e. In order to avoid potential duplication of efforts and benefits, the software's configuration for this program should have the capability to allow for the integration with other public benefits databases and systems, including Charity Tracker and Homeless Management Information Systems, as well as the software used by the Georgia Department of Community Affair (DCA) for administering the State of Georgia Rental Assistance Program (GRA).
- f. In conjunction with the County, develop and implement data sharing agreements with other funded programs administering public benefits.
- 4. Have staff available in-person and via phone to assist individuals with the completion of application. Staff should be able to accommodate persons with disabilities at any stage of the application process that impedes with their ability to complete the application.
 - a. Make staff available to provide real-time, full details on the application requirements and status to applicants.
 - b. Application processing system notes must be detailed and entered immediately after each call to provide staff with necessary information regarding each applicant's history.
 - c. Contractor shall be equipped with the ability for a phone call back function to provide the applicants the option to hold or receive scheduled call and a return call to all call inquiries.
 - d. Provide reasonable accommodations to applicants, which may include a change to policy, procedure, or practice to

afford a person with a disability an equal opportunity to participate fully in the program.

- 5. Provide a cloud-based software tool for managing information that will include the following features:
 - a. End-to-end workflow from pre-screening through award determination
 - b. Highly secure, scalable system that protects sensitive data
 - c. Fraud detection/avoidance of benefits duplication
 - d. Intuitive, adaptable, customer-friendly interface, notifications (emails, SMS, chat) for easy communication and expedited processing
 - e. Full audit trail and audit capabilities
 - f. Easy integration with external data sources, legacy systems, and third-party applications for ID validation, payment processing and other services
 - g. Ensure storage capacity within the software so that applications and uploaded files can be stored for export
 - h. Ability to cross-reference client GRA status with the DCA's software, GRA when applicable
 - i. Flexibility to incorporate changes in federal requirements and reporting, additional local requirements, and any adjustments needed, and approved by the County, as the program evolves within 3-5 business days
- C. Develop marketing materials for ERAP, including print publication and electronic communications that can be used or embedded on the County's website and distributed to local community organizations as identified by the County, where appropriate.
 - 1. Develop information sheets for landlords and tenants that include ERAP information, guidelines, and reporting and compliance requirements.
 - 2. Disseminate materials approved by the County, to foster relationships with local officials, local judicial units, local employers, non-profit agencies to include public libraries, local schools, and landlords serving the target population, and to extent feasible, to individuals who may have been adversely affected by the COVID-19 pandemic.
 - 3. Develop marketing materials and information sheets appropriate for non-native English speakers to include Spanish and Mandarin, the elderly, persons with limited access to technology, and persons with disabilities.
 - a. Include the following language in any publication produced with funds from this award: "This project is supported, in whole or in part, by the Chatham County Board of Commissioners as an award through the U.S. Department of the Treasury."

D. Complete appropriate documentation necessary for obtaining receipt of financial and other assistance, including any agreements, within two-weeks of notification of a household's eligibility.

1. Before making payments of financial assistance for rent to any landlord, or directly to any eligible household, and before entering into any contract or agreement for payment, make good faith effort to negotiate reduction in rent and any rental arrears, so as to stretch ERAP's funds in order be able to help more eligible households.

- a. The organization agrees to provide the following business requirements and system configuration:
 - i. Pre-eligibility review
 - ii. Tenant and Landlord application portal
 - iii. Identity validation
 - iv. Address validation
 - v. Automated Tenant/Landlord validation
 - vi. Calculation of payments
- b. Ensure complete compliance with distribution of 1099MISC forms for landlords and utility companies.
- 2. Appropriately document, in form and substance that is approved by the County, any payments made to landlords, utility providers, or directly to eligible households, including, if requested by County, through agreements or contractors with any landlords, utility providers, and eligible households.
- E. Collect, generate, and maintain, in accordance with appropriate accounting practices and procedures, documents, information, and financial records sufficient to support compliance with ERA requirements regarding the eligible uses of funds. Without limiting the generality of the foregoing, Contractor shall maintain the documents and records set forth in any guidance, terms, or conditions promulgated by Treasury, Treasury OIG, and any other appropriate governmental authority, including and any and all additions, amendments, revisions, and supplements thereto. Contractor

shall maintain the records for a period of five (5) years after all funds have been expended or returned to Treasury. The following is a non-exclusive list of files that should be available for review, including without limitation:

- 1. Address for rental unit
- 2. Name, address, tax identification number, as applicable for landlord or utility provider
- 3. Amount and percentage of monthly assistance recovered by the program
- 4. Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy cost, utilities, home energy cost arrears, other expenses related to housing) provided to each household
- 5. Amount of outstanding rental arrears for each household
- 6. Number of months of rental payments and number of months of utility of home energy cost payment as provided

- 7. Household income and number of individuals in the household
- 8. Gender, race, and ethnicity of the primary applicant
- F. Submit monthly programmatic and financial reports to the County with content, structure, and format necessary and appropriate for satisfying its reporting obligations with respect to the disaggregation of information per household by the gender, race, and ethnicity of the primary applicant. Contractor shall provide programmatic and financial reports to the County for payment upon satisfactory approval by internal review committee including, without limitation, the following:
 - 1. Total number of applications received
 - 2. Total number of unique eligible households that receive assistance
 - 3. Breakdown/types of assistance provided to each household
 - 4. Total amount paid for each 'category' (i.e., rent, rental arrears, utilities and home energy cost, utilities, home energy cost arrears, other expenses related to housing)
 - 5. Average amount of funding provided per eligible household receiving assistance
 - 6. Average number of monthly rental or utility payments covered by the funding/assistance, where applicable
 - 7. Household income level, disaggregated by the following categories:
 - a) Does not exceed 30% of the Area Median Income
 - b) Exceeds 30% but does not exceed 50% of the Area Median Income
 - c) Exceeds 50% but does not exceed 80% of the Area Median Income
 - 8. Provide County with access to portal with dynamic dashboard with ability to generate customized reports, in order to prepare and submit reports to the Treasury.
- G. Establish data privacy and security requirements for the information collected from applicants and eligible households that: (1) include appropriate measure to ensure that the privacy of the individuals and households is protected; (2) provide that the information, including any personal identification is protected and used only for the purpose of submitting reports; (3) provide confidentiality protections for data collection on individuals who are survivors of intimate partner violence, sexual assault, or stalking.
 - 1. Ensure all data sharing agreements are in compliance with the Treasury and County guidelines for proper release of information.
 - 2. All files are property of the County. At the completion of the ERAP, Contractor shall ensure that files are provided, forwarded to the County in a manner consistent with the Treasury's guidelines for records keeping.
- H. The County, Treasury, Treasury OIG, and the Government Office of Accountability, including each of their respective designated representatives, advisors, and auditors, shall have the right of access to

records, electronic and otherwise, and financial statements of Contractor in order to conduct audits and other investigations. The County may conduct audits and investigations of Contractor on reasonable written notice to evaluate compliance with the requirements applicable to the Award, including this contract and ERA1 and ERA2 requirements. Contractor agrees to cooperate with the County and its parties in performance of any such audit and investigation, and to make documents and information available to the County when required.

- 1. Contractor will promptly notify the County in writing if any audit of Contractor, including any audit conducted pursuant to Subpart F of 2 C.F.R. Part 200, discloses findings relating to the Program or Program Funds.
- I. Contractor shall comply with all applicable federal and state laws, regulations, and executive orders, and County ordinances in its receipt and use of the Program Funds, including, without limitation, the ERA Requirements and, to the extent applicable, 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). Contractor shall require such compliance in any agreements it may enter into with other parties relating to the Program.

SECTION VI COST PROPOSAL FORM

I have read and understand the requirements of this proposal, and agree to administer grant services for the emergency rental assistance program in accordance with the following:

Consultant will provide an itemized budget that includes staff titles, project roles, anticipated hours, and billing rates for all proposed project personnel and subconsultants, and provide a total fee for the project. The total fee amount shall identify and include all professional services, foreseeable costs and expenses, overhead and profit that are deemed necessary to successfully complete these activities. If appropriate, provide a table with specific fees identified. Please provide detail as an attachment.

TOTAL ANNUAL FEE \$_____

BUSINESS/FIRM NAME:
PROPOSER:
SIGNATURE:
ADDRESS:
CITY/STATE/ZIP:
TELEPHONE:
FAX NUMBER:
E-MAIL:

Attachment X

ERA funds may only be used to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the program administrator must determine:

- 1. Identifying eligible households:
 - a. For ERA1 Pursuant to section 501 of Division N of the Consolidated Appropriations Act, 2021:
 - i. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly, or indirectly, to the COVID-19 outbreak. Self-attestation with signature is acceptable, after documenting efforts to determine income and/or financial hardship.
 - ii. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability. Such a demonstration may include:
 - 1. Past due utility or rent notice or eviction notice,
 - 2. Unsafe or unhealthy living conditions (which may include overcrowding)
 - 3. Evidence that the household has insufficient income to cover current rent.
 - 4. Owes back rent and has insufficient income and assets to cover their back rent.
 - 5. Any other evidence or risk.
 - iii. The household has an income at or below 80 percent of area median income (AMI)
 - b. For ERA2 Pursuant to section 3201 of the American Rescue Plan Act of 2021:
 - i. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly, or indirectly, to the coronavirus pandemic. Self-attestation with signature is acceptable, after documenting efforts to determine income and/or financial hardship.
 - ii. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability. Such a demonstration may include:
 - 1. Past due utility or rent notice or eviction notice,
 - 2. Unsafe or unhealthy living conditions (which may include overcrowding)
 - 3. Owes back rent and has insufficient income and assets to cover their back rent.
 - 4. Any other evidence or risk.

- iii. The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937)
- 2. Prioritization of assistance:

In reviewing applications for financial assistance and housing stability services under the ERA program, the Program Administrator must prioritize consideration of the applications that satisfy any of the conditions identified below:

- a. Household can demonstrate a risk of experiencing homelessness or housing instability, such as evidence that the household has received an eviction notice.
- b. The income of the household does not exceed 50% of the area median income for the household.
- c. One of more the individuals within the household are unemployed as of the date of the application for assistance AND have not employed for the 90-day period preceding the application date.

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE**, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

- 1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
- 2. Each sub-consultant under the direction of the Consultant shall secure the following written certification:

(CONSULTANT) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **ADMINISTRATION SERVICES FOR THE EMERGENCY RENTAL ASSISTANCE PROGRAM** (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONSULTANT

NOTARY

DATE

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

Name

TitleName of Bidder(herein after Company) in consideration of the privilege to bid/or propose on the followingChatham County project -ADMINISTRATION SERVICES FOR THE EMERGENCYRENTAL ASSISTANCE PROGRAMhereby 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 with Chatham County;

(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 nondiscrimination 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 consultant.
- 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
21 by	representing him/herself to be
of the	company named herein.
Notary Public	
My Commission expires:	
Resident State:	
DPC Form #45	

ATTACHMENT D

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

By executing this affidavit, the undersigned consultant 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 <u>CHATHAM COUNTY</u> 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 consultant will contract for the physical performance of services in satisfaction of such contract only with subconsultant who present an affidavit to the consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant hereby attests that its federal work authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Consultant

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 Consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary 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

Chatham County Minority and Women Business Enterprise Program M/WBE Participation Report

Name of Proposer:_____

Name of Project:_____

Proposal No:_____

M/WBE Business/Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE
MBE Total	WBE Total	%	M/WBE Combined	_%	
Signature		Print			_
Phone ()					
Fax <u>()</u>					

ATTACHMENT G

Systematic Alien Verification for Entitlements (SAVE) Affidavit Verifying Status for Chatham County Benefit Application

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 nonimmigrant 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 subconsultants 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. 168591 REQUEST FOR PROPOSALS

Sealed proposals will be received until <u>5:00 P.M. on MARCH 24, 2022</u> in Chatham County Purchasing and Contracting Department, <u>1117 EISENHOWER DRIVE, SUITE C,</u> <u>SAVANNAH, GA. RFP NO. 22-0021-7 – ADMINISTRATION SERVICES FOR THE</u> <u>EMERGENCY RENTAL ASSISTANCE PROGRAM.</u>

<u>A PRE-PROPOSAL CONFERENCE</u> will be held at <u>2:00 P.M., on MARCH 10, 2022.</u> Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. <u>You</u> are encouraged to attend.

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

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. THIS WILL BE THE ONLY SOLICITATION FOR THIS PROJECT. ONLY THOSE BUSINESSES/FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

"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: February 24, 2022