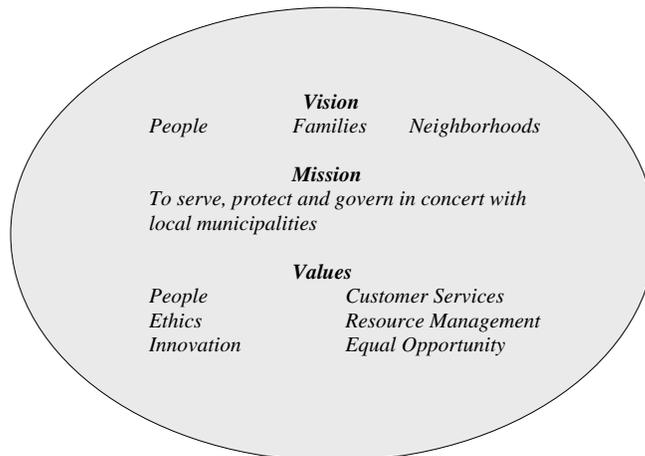




# FULTON COUNTY



**REQUEST FOR PROPOSAL NO: 09RFP67541YB-CL**

## NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

**For**

### HOUSING AND COMMUNITY DEVELOPMENT

**RFP DUE DATE AND TIME:** Monday, May 11, 2009 at 11:00 A.M.

**RRE PROPOSAL CONFERENCE:** Friday, April 17 at 11:00 A.M

**RFP ISSUANCE DATE:** Friday, April 10, 2009 @ 12:00 Noon

**PURCHASING CONTACT:** Charles Leonard @ (404) 612-5823

**E-MAIL:** [charles.leonard@fultoncountyga.gov](mailto:charles.leonard@fultoncountyga.gov)

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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## **SECTION 1 INTRODUCTION**

### **1.1 PURPOSE**

Fulton County is soliciting proposals from organizations interested in undertaking projects with the use of the County's Neighborhood Stabilization Program (NSP) funds. Those responding to this solicitation must commit to working with the County on the acquisition, and rehabilitation of foreclosed or abandoned residential property. These properties may be scattered site single-family homes or existing multi-family properties. The single-family homes will be sold to income-eligible homebuyers, used as long-term rental properties, or offered as lease-purchase units. Proposals must indicate whether the bidder is willing to participate in the rental program for these units. Successful respondents should be able to demonstrate experience in single-family acquisition, property valuation, asset management, rehabilitation management, marketing and sales, and management of scattered site single-family rental units if applicable. See Appendix D for minimum threshold requirements required of Proposers in order to be considered.

Multi-family properties assisted with NSP funds must be operated by the bidder as long-term permanent affordable housing and will be subject to ongoing compliance provisions throughout the period of affordability. Appendix H includes the application and underwriting policies that the County will use to evaluate these project-specific requests. Proposers must be able to demonstrate prior experience in ownership, redevelopment, and all phases of management of multi-family properties similar in scope to the size of the project being proposed as outlined in Exhibit D in order to be considered.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.1. Based on the results of the evaluation, the County will award contracts for Neighborhood Stabilization Program Implementation funds to the most qualified Proposers based on the evaluation factors set forth in the RFP.

### **1.2 DESCRIPTION OF THE PROJECT**

This project involves the acquisition of foreclosed or abandoned residential properties with NSP funding following site approval of Fulton County. Proposers will develop scopes of work to bring the units into compliance with all County Codes, manage the rehabilitation process, and manage the asset during the holding period. Upon completion of the homeownership units, they will be sold to income-eligible buyers who can qualify for private financing. Financial assistance in the form of down payment assistance or second mortgages may be made available to the buyer to assist with the process.

Some single-family properties in the program may be made available as long-term rental units or through lease-purchase arrangements depending upon their price, location, and marketability. All multi-family properties assisted with NSP funding will be long-term affordable rental housing and must be owned and operated by the applicant throughout the required affordability period as outlined in the agreement with the County.

Due to the nature of the activities and the time frame constraints for commitment and expenditures, the County intends to select multiple vendors as a result of this solicitation to undertake projects under the program. It is the County’s intent to maximize the number of units acquired and redeveloped under this program. Proposers that can demonstrate funding commitments from non-NSP sources that can also be used in these projects will be considered to have higher capacity to carry out program activities than those that do not.

Federal requirements that apply to this program include Davis-Bacon, environmental review, the Uniform Relocation Act, and lead-based paint requirements. In addition, federal requirements regarding the procurement of services for NSP projects will apply.

The proposed budget for all activities to be undertaken with NSP funding is listed below. Those items marked with an \* indicate those activities to be undertaken under proposals submitted through this solicitation. Other activities will be undertaken directly by Fulton County or as part of a future solicitation. Fulton County may revise this budget at any time throughout the project implementation period as needed. The funds listed below include both HUD and DCA funds anticipated by the County but are exclusive of the funding allocated to the City of Roswell to be used for project-specific activities.

<b><u>Activity</u></b>	<b><u>Amount</u></b>
*Acquisition of Foreclosed Properties	\$8,160,000
*Rehabilitation of Foreclosed Properties	\$1,734,058
*Homebuyer Assistance/Housing Counseling	\$156,400
Demolition of Abandoned Properties	\$800,000
Property Redevelopment	\$615,069
<u>Planning and Administration</u>	<u>\$1,214,841</u>
<b>TOTAL</b>	<b>\$12,680,368</b>

### 1.3 BACKGROUND

The Neighborhood Stabilization Program (NSP) legislation was signed into law on July 30, 2008. A total of \$3.92 billion was appropriated nationwide to states and local jurisdictions that receive Community Development Block Grant Program entitlement funding through the U. S. Department of Housing and Urban Development (HUD). Fulton County was allocated a total of \$10,333,410 directly from HUD and is expecting an additional allocation from the State of Georgia in the amount of \$3,025,000 with \$721,321 of those funds earmarked for the City of Roswell. A copy of the federal regulations for the program can be found at the following link on HUD's website:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/nspnotice.pdf>

Fulton County submitted an application to HUD in November 2008 and has been approved for its allocation from HUD and is in the process of finalizing funding from the Georgia Department of Community Affairs (DCA). A copy of the applications to HUD and to DCA can be found on Fulton County's website at the following link:

[http://www.fultoncountyga.gov/index.php?option=com\\_content&task=category&sectionid=5&id=35&Itemid=140](http://www.fultoncountyga.gov/index.php?option=com_content&task=category&sectionid=5&id=35&Itemid=140)

For purposes of this solicitation, NSP funds may be used for the following activities, all of which were identified in the County's applications as proposed activities. All properties must either be foreclosed, abandoned, or vacant in order to be assisted with NSP funding. Please see HUD and DCA applications for further information on property eligibility guidelines and definitions.

- A. Establish financing mechanisms for the purchase and redevelopment of foreclosed residential properties (soft seconds, shared equity loans, etc.)
- B. Purchase and rehabilitate abandoned or foreclosed residential properties
- C. Redevelop demolished or vacant properties

Funds must be used to house individuals and households at or below 120% of the area median income or in areas where the majority of residents fall within those guidelines in the event an activity is undertaken for the purposes of area benefit. In addition, a minimum of 25% of the funds must be used to house persons at or below 50% of the area median income for metro Atlanta. Fulton County is proposing to meet this requirement primarily through the provision of financial assistance to organizations seeking to undertake the redevelopment of properties to serve as permanent rental housing or through lease-purchase arrangements with residents.

## 1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- A) The purchase of foreclosed or vacant single- and multi-family properties in those geographic areas with the highest concentration of need
- B) The rehabilitation of those properties in conformance with all local Codes
- C) The long-term occupancy of those homes by income-eligible purchasers or renters which should lead to enhanced stabilization of those communities

## 1.5 Acquiring the RFP Package

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

## 1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Friday, April 17 at 11:00 A.M** in the Assembly Hall located on the first floor of the Fulton County Government Center, 141 Pryor Street S.W., Suite 5001, Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

## 1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **May 11, 2009 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## 1.8 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

## 1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person **Charles Leonard, Chief Assistant Purchasing Agent at 130 Peachtree Street, Suite 1168 Atlanta, GA 30303, Phone #: (404) 612-5823 or via fax at (404) 893-1730.** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## **SECTION 2 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT PROCESS**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### **2.2 CONTRACT DEFINITIONS [Optional]**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

## 2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Tuesday, April 28, 2009 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing and Contract Compliance**

**Attn: Charles Leonard**

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

**Email:** [charles.leonard@fultoncountyga.gov](mailto:charles.leonard@fultoncountyga.gov)

**Fax:** (404) 893 -1730

**Phone:** (404) 612- 5823

RE: [09RFP67541YB-CL Neighborhood Stabilization Program](#)

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers. During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

**2.5 TERM OF CONTRACT**

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the agreement may be renewed for up to two (2) additional one (1) year periods with the same terms and conditions.

**2.6 REQUIRED SUBMITTALS**

See “**Appendix F**” for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

## **2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two (2) members from [Housing & Community Development](#), two (2) Purchasing Staff members and one (1) Finance Staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact during Procurement**" policy and may only contact the person designated by the RFP.

## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## 2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.19 WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Community Development Specialist, or designated representative of the department.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
  - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
  - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work

authorization program to verify the work eligibility information of all new employees.

- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
  - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
  - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
  - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT  
COMPLIANCE**

**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

[09RFP67541YB-CL Neighborhood Stabilization Program](#)

The following information pertains to the submission of a proposal to Fulton County (“County”), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal (“RFP”) conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected

officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

## SECTION 3 PROPOSAL REQUIREMENTS

### 3.1 SUBMISSION REQUIREMENTS

#### 3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than [May 11, 2009 at 11:00 A.M.](#) and must be addressed to:

**REQUEST FOR PROPOSALS RFP #:**  
[Fulton County Department of Purchasing & Contract Compliance](#)  
[Public Safety Building](#)  
[130 Peachtree Street S.E. Suite 1168](#)  
[Atlanta GA 30303](#)

The Proposal shall consist of a Technical Proposal, Financial Information, Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP \_\_\_\_\_**  
**Project # and Title**  
**[Technical or Cost Proposal]**  
**Proposer's Name and Address**

### **3.1.2 Number of Copies**

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

## **3.3 SCOPE OF WORK**

### **A. Description of Services to be provided and Strategies to be used:**

Proposers selected for the program will work with Fulton County on its implementation with the goal being the acquisition, rehabilitation and re-occupancy of residential properties by income-qualified households. Included in the strategies and services related to these activities are the following:

- I. Identification of eligible properties for purchase based upon a strategy developed in conjunction with County staff
- II. Negotiation with sellers and closing on the acquisition of County-approved properties
- III. Development of rehabilitation work scopes for each property
- IV. Bidding for contractor services as required under federal procurement guidelines and oversight of the rehabilitation process

- V. Marketing of completed properties to potential residents for leasing or homeownership
- VI. Asset management of all properties until final sale
- VII. Ongoing property management if long-term rental of units is being proposed
- VIII. All closing activities relative to their final sale including the determination of income eligibility of the buyers

### 3.4 COMPENSATION TO PROPOSERS

The NSP regulations **does not allow for profit to development entities that successfully complete projects.** For projects involving acquisition, rehab, and sale to income-eligible buyers, the sales price of the home must be determined by the total of the cost of acquisition, rehabilitation, any holding costs associated with the property prior to sale, and any costs related to the sale. **Developers are, however, allowed to include a developer's fee in this sales price to compensate them for their time and administrative expenses. Fulton County has determined that this fee may not exceed 15% of the total cost of acquisition, rehabilitation, and documented holding costs of the property that are acceptable to the County.** Proposers must complete the Cost Proposal Form that outlines the percentage of project cost that is being requested for the developer's fee.

All sales proceeds generated at closing must be returned to Fulton County and will be used to undertake additional projects under the program.

For rental projects, Fulton County will review each project on a case by case basis to determine the compensation to the Proposer and the disposition of any program income generated by the project.

### 3.5 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below. In the event a multi-family proposal is being submitted, guidelines for that format and content are included in the application package for that in Exhibit H. The Application included in Exhibit G must be completed in full as well.

## **Section 1 - Executive Summary**

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

- A) Your organizational objectives for the program
- B) Detailed information as to how you propose to meet those objectives and your project outcomes

## **Section 2 – Project Plan**

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.

### **A. Description of Services to be provided and Strategies to be used:**

Proposers shall provide a full range of comprehensive professional services necessary to implement the county's "Neighborhood Stabilization Program", to include the following activities:

The proposed budget for all activities to be undertaken with NSP funding is listed below. Those items marked with an \* indicate those activities to be undertaken under proposals submitted through this solicitation. Other activities will be undertaken directly by Fulton County or as part of a future solicitation. Fulton County may revise this budget at any time throughout the project implementation period as needed. The funds listed below include both HUD and DCA funds anticipated by the County but are exclusive of the funding allocated to the City of Roswell to be used for project-specific activities.

<b><u>Activity</u></b>	<b><u>Amount</u></b>
*Acquisition of Foreclosed Properties	\$8,070,000
*Rehabilitation of Foreclosed Properties	\$1,871,300
*Homebuyer Assistance/Housing Counseling	\$325,000
Demolition of Abandoned Properties	\$800,000
Property Redevelopment	\$615,069
Planning and Administration	\$1,214,841
<b>TOTAL</b>	<b>\$12,896,210</b>

**B. Project Management**

Provide details as to how you propose to manage all aspects of the project from acquisition through disposition or during the rental term is applicable. Be sure to include:

- A) A detailed proposed timetable of activities
- B) Details as to how you propose to carry out asset management responsibilities
- C) Any experience you may have in working with lease-purchase arrangements
- D) Any additional resources you propose to use to carry out activities under the program
- E) The ability to move quickly to implement and complete projects

**C. Staffing**

- A) Identify all members of the project team including outside consultants and state clearly what each person's responsibilities will be
- B) Include resumes or statements of experience for each individual who will be working with the project
- C) Address how you propose to incorporate Section 3 requirements into your proposal

**D. Organizational Capacity**

Describe in detail any experience with similar projects your organization has completed that would prepare it to undertake activities under NSP. Priority will be given to those organizations that can demonstrate the most extensive experience carrying out real estate development with the use of federal assistance and those with the most in-house experience in all phases of single-family development.

Please be sure to address the following:

- A) Any experience working with or administering federal affordable housing programs
- B) A specific timeline for all previous projects showing major benchmarks from acquisition through project completion
- C) Experience in overseeing single- or multi-family housing rehabilitation
- D) Direct experience in the purchase, sale, and marketing of single-family properties
- E) Direct experience in multi-family redevelopment and property management
- F) Long-term single-family rental and asset management experience
- G) Any organizational housing counseling experience or relationships with housing counseling agencies
- H) Relationships with outside lenders, appraisers, closing attorneys, and real estate brokers

**E. Project Budget**

Provide a comprehensive project implementation budget that includes the assumptions used to derive projected costs for each activity. Be sure to include any funding from other sources that may also be used to carry out these projects and indicate whether it is firmly committed or proposed. If committed, please include documentation and further details as to this commitment.

**F. Application Summary Form**

All applicants must submit a completed Application Summary Form as found in Appendix G.

**G. Proposed Project Timeline**

It is anticipated that successful Proposers for the single-family program will be approved to proceed with acquisition and rehab of projects identified by Fulton County. The projects will be implemented in phases with the total number of houses in each phase to be determined by Fulton County based upon its evaluation of organizational capacity. As those units are rehabilitated and either leased or sold, an additional request for another phase may be submitted. The expected timetable for deliverables under this solicitation is as follows beginning with the Notice to Proceed:

- County review and approval of specific sites for purchase---30 days
- Closing on acquisition-----30 days
- Submittal of work scopes for approval by the County----- 60 days
- Completion of rehabilitation-----120 days
- Closing/Lease-up of units-----60 days

***Section 3 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in some phase of real estate development..
3. The Project Manager must have a minimum of five (5) years experience in single-family real estate sales, marketing, rehabilitation, or rental.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and Title
  - Professional Background
  - Current and Past Relevant Experience
  - Relevant Training
  - Courses completed during past five (5) years
  - Previous Work Experience related to Real Estate in the State of Georgia
  - Include two (2) references for each key personnel member on similar projects.
  - Include the role and responsibilities that each key personnel member will perform on this project.

#### **Section 4 – Relevant Project Experience**

In accordance with the minimum qualifications in Appendix D of this RFP, identify all projects undertaken in the last 36 months that involved acquisition, rehabilitation, and the resale or long-term leasing of residential property.. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner’s staff member who was in charge of the project for the owner.

#### **Section 5 – Proposer Financial Information**

Proposer’s financial statements will be reviewed. The review will focus on the Proposer’s Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a **“Fail”** for the ‘Financial Responsibility’ criteria for the Proposal Evaluation Criteria provided in Section 4.

##### Financial Statement/Capability

In order for the County to complete its financial review the following documentation is requested:

- A) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- B) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- C) Proposer’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- D) If proposer is a Non-Profit Organization, see Appendix D

#### **Section 6 - Availability of Key Personnel**

- A) Percentage of time key personnel will spend on this project
- B) Current workload of key personnel
- C) Status of key personnel as employee or contractor
- D) If the proposer is a Non-Profit Organization, see Appendix “D” Item # 4

## **Section 7- Location of Firm**

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

- A) Copy of occupational tax certificate (business license);
- B) Copy of a lease or rental agreement;
- C) Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

### **3.5 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

#### **Section 1 - Introduction**

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

#### **Section 2 - Completed Cost Proposal Forms**

The Proposer is required to complete **all** of the Cost Proposal Forms provided. Exhibit E includes the Cost Proposal Form to be completed by Proposers who wish to undertake single-family projects under this solicitation. Proposers must state the developer's fee they are proposing as profits are not allowed. For long-term rental of properties under the single-family program, applicants will be allowed to keep any net profits generated by the properties based upon rents approved by Fulton County and no developer's fee may be charged. For those proposing to undertake project-specific multi-family rental developments with NSP funding, these projects will each be underwritten as outlined in the County's Multi-family Application in Appendix H with funding terms to be determined after the underwriting process has been completed.

## SECTION 4 EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan	35%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts.	5%
Local Preference	10%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

## **5.2 PROPOSAL FORMS DESCRIPTION**

The following paragraphs present an overview of each Proposal Form required.

### **5.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### **5.2.2 Non-Collusion Affidavit of Bidder/Offeror**

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### **5.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### **5.2.4 Disclosure Form and Questionnaire**

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

### **5.2.5 Declaration of Employee-Number Categories**

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

### **5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement**

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### **5.2.7 Georgia Security and Immigration Subcontractor Affidavit**

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

**FORM A: CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members,

subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the

County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**Form B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) # to #\_\_\_\_\_, and/or appendices #\_\_\_\_\_ to #,\_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**(Affix Corporate Seal)**

**Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES                            NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires: \_\_\_\_\_  
(Date)

**FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Organization Name: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

Date: \_\_\_\_\_

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 100 or more employees.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR**  
**AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## SECTION 6

# CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of

payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

**EXHIBIT A - PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_ Title \_\_\_\_\_ Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

## EXHIBIT B - EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

<b>EMPLOYEES</b>											
------------------	--	--	--	--	--	--	--	--	--	--	--

CATEGOR Y	NATIVE AMERICA N		AFRICAN AMERICA N		ASIAN AMERICA N		HISPANIC AMERICA N		CAUCASI AN AMERICA N		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
<b>Male/Female</b>												
<b>Mgmt/Offici al</b>												
<b>Professional</b>												
<b>Supervisors</b>												
<b>Office/ Clerical</b>												
<b>Craftsmen</b>												
<b>Laborers</b>												
<b>Other (specify)</b>												
<b>TOTALS</b>												

Firm's Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

This Completed Form Is For (Check One) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_  
Subcontractor

Submitted By: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: \_\_\_\_\_

ITB/RFP Number: \_\_\_\_\_

Project Name or Description of Work/Service(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

Firm or Corporate Name: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

ITB/RFP No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

Name of Joint Venture (If Applicable): \_\_\_\_\_

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

\_\_\_\_\_

Principal Office: \_\_\_\_\_

Office Phone: \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

## EXHIBIT - G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>	
<b>FROM:</b>	<b>PROJECT NUMBER:</b>	
<b>TO:</b>	<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Notary: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Date: \_\_\_\_\_

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.**

**SECTION 7  
INSURANCE AND RISK MANAGEMENT PROVISIONS**

**INSURANCE AND RISK MANAGEMENT PROVISIONS  
CONSULTING SERVICES**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. Workers Compensation/Employer’s Liability Insurance – Statutory**

(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	by Accident	Each Accident	\$100,000
Employer’s Liability Insurance	by Disease	Policy Limit	\$500,000
Employer’s Liability Insurance	by Disease	Each Employee	\$100,000

2. **Commercial General Liability Insurance** (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation Personal and Advertising Injury Fire Damage	Aggregate Limit Limits Limits	\$2,000,000 \$1,000,000 \$100,000

3. **Business Automobile Liability Insurance**

<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	\$1,000,000
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4. **Umbrella Liability**

(In excess of above noted coverage's)	Each Occurrence	\$1,000,000
---------------------------------------	-----------------	-------------

5. **Professional Liability**

SEE BELOW (Scale)

Contract Value – Under \$5,000,000	per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – Over \$10,000,000		TO BE DETERMINED (TBD)

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

**\*\*Extended Reporting Period 3-5 Years\*\***

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an **Additional Insured** (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303-3459  
Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus; the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor’s obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

Fulton County acknowledges that all provisions of this indemnity agreement may not be applicable to the contractor/vendor’s business. To the extent that contractor/vendor may demonstrate such no applicability, Fulton County may negotiate amendments to this agreement as the circumstances dictate.

Contractor/vendor acknowledges having read, understanding, and agreeing to comply with this indemnification and hold harmless agreement, and the representative of the contractor/vendor identified below is authorized to sign contracts on behalf of the responding contractor/vendor.

Company: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 8  
SAMPLE CONTRACT**



# FULTON COUNTY

***Vision***  
*People Families Neighborhoods*

***Mission***  
*To serve, protect and govern in concert with local municipalities*

***Values***  
*People Customer Services*  
*Ethics Resource Management*  
*Innovation Equal Opportunity*

**CONTRACT DOCUMENTS FOR**

**09RFP67541YB-CL**

**NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

**For**

**HOUSING & COMMUNITY DEVELOPMENT**

## *Index of Articles*

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- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
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- ARTICLE 30. ANTI-KICKBACK CLAUSE
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- ARTICLE 40. INVOICING AND PAYMENT
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- ARTICLE 42. WAGE CLAUSE

# CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**  
Contract No.: **[Insert Project Number and Title]**  
Address: **[Insert Consultant Address]**  
City, State  
Telephone: **[Insert Consultant telephone #]**  
Facsimile: **[Insert Consultant Facsimile #]**  
Contact: **[Insert Consultant Contact Name]**  
**[Insert Consultant Contact Title]**

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as “**Consultant**”.

## WITNESSETH

WHEREAS, County through its [Housing & Community Development](#) hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to perform [Neighborhood Stabilization Program \(NSP\)](#), hereinafter, referred to as the “**Project**”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

## ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

## ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

## ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County have authorized representative that is consistent with County rules and regulations.

## ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

## ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. CONTRACT TERM

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the agreement may be renewed for up to two (2) additional one (1) year periods with the same terms and conditions.

## ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of services.

## ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

## ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County Housing & Community Development designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the Housing & Community Development designated representative.

## ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

#### ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 17. **INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

#### ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

#### ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

## ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

## ARTICLE 22. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not 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 produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Housing & Community Development department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

#### ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **Richard Heermans**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **Richard Heermans**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work

under the Agreement, except in the case of commercial Software licensed to the County or **Richard Heermans**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

#### ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 27. **PROHIBITED INTEREST**

##### Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

## ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

## ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

***[Insert User Department Representative Position for project]***

***[Insert User Department Address]***

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: ***[Insert User Department Representative for project]***

**With a copy to:**

Fulton County Department of Purchasing & Contract Compliance

Interim Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

***[Insert Consultant Representative for project]***

***[Insert Consultant Address]***

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**  
**ARTICLE 35. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

### ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Consultant shall submit all invoices in original and one (1) copy to:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 42. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

***[Insert Consultant COMPANY NAME ]***

---

John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

---

***[Insert Name & Title of person authorized to sign contract]***

ATTEST:

---

Mark Massey  
Clerk to the Commission (Seal)

---

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

---

Office of the County Attorney

APPROVED AS TO CONTENT:

---

***[Insert Department Head Name  
Insert Department Head Title]***

# **ADDENDA**

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

# **EXHIBIT A**

## **GENERAL CONDITIONS**

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: “Fulton County Purchasing Department Request For Proposal (RFP) General Requirements”.

# **EXHIBIT B SPECIAL CONDITIONS**

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

# **EXHIBIT E**

## **COMPENSATION**

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

# **EXHIBIT F**

## **OFFICE OF CONTRACT COMPLIANCE**

### **FORMS**

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

# **EXHIBIT G**

## **INSURANCE AND RISK MANAGEMENT FORMS**

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

**SECTION 9  
EXHIBITS**

**EXHIBIT 1-REQUIRED SUBMITTAL CHECKLIST**

The following submittals shall be completed and submitted with each proposal (see table below “Required Bid Submittal Check List”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
<b>1</b>	One (1) Proposal marked “ <b>Original</b> ”, five (5) copies	
<b>2</b>	Technical Proposal	
<b>3</b>	Cost Proposal (submitted in a separate sealed envelope)	
<b>4</b>	Acknowledgement of each Addendum	
<b>5</b>	Technical Evaluation Factors: <ul style="list-style-type: none"> <li>▪ Executive Summary</li> <li>▪ Qualifications of Key Personnel</li> <li>▪ Relevant Project Experience</li> <li>▪ Financial Information               <ul style="list-style-type: none"> <li>(1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.</li> <li>(2) The latest quarterly financial report and a description of any material, changes in financial position since last the last annual report.</li> <li>(3) Proposer’s most recent Dun &amp; Bradstreet, Value Line Reports or other credit ratings/report.</li> </ul> </li> <li>▪ Availability of Key Personnel</li> <li>▪ Location of Firm</li> </ul>	
<b>6</b>	Purchasing Forms	

	<p>Form A - Certificate Regarding Debarment</p> <p>Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements</p> <p>Form C - Non-Collusion Affidavit of Prime Bidder/Offeror</p> <p>Form D - Disclosure Form &amp; Questionnaire</p> <p>Form E - Declaration of Employee-Number Categories</p> <p>Form F - Georgia Security and Immigration Contractor Affidavit and Agreement</p> <p>Form G - Georgia Security and Immigration Subcontractor Affidavit</p>	
<b>7</b>	<p>Office of Contract Compliance Requirements</p> <p>Exhibit A - Promise of Non-Discrimination</p> <p>Exhibit B - Employment Record</p> <p>Exhibit C - Schedule of Intended Subcontractor Utilization</p> <p>Exhibit D - Letter of Intent to Perform as Subcontractor</p> <p>Exhibit E - Declaration Regarding Subcontractor Practices</p> <p>Exhibit F - Joint Venture Disclosure Affidavit</p> <p>Exhibit G - Prime Contractor/Subcontractor Utilization Report</p> <p>Equal Business Opportunity Plan (EBO Plan)</p>	
<b>8</b>	Risk Management Insurance Provisions Form	
<b>9</b>	<b><u>Any additional requirements that the User Department would like to include should be added to this check list.</u></b>	
<b>10</b>		

## **EXHIBIT 2**

### **FULTON COUNTY NEIGHBORHOOD STABILIZATION PROGRAM SINGLE-FAMILY COST PROPOSAL FORM**

**It is understood that the sales price of the single-family homes acquired and sold with NSP funds provided my organization by Fulton County is limited to the total of the cost of acquisition, rehabilitation, any holding costs associated with the property prior to sale, and any costs related to the sale. Profits to the developer or the County are not allowed although a developer's fee may be included in the sales price. Fulton County has determined that a developer's fee of 15% of the cost of acquisition, rehabilitation, documented and approved holding costs, and sales costs will be considered reasonable. I also understand that my application must meet the minimum threshold requirements outlined in Exhibit D in order to be considered for approval to participate.**

**Based upon these facts, the requested developer's fee for projects undertaken through this proposal will be \_\_\_\_\_%.**

---

**Signature**

---

**Printed Name**

---

**Title**

---

**Date**

**SECTION 10  
APPENDICES**

Appendix A- NSP Regulations - These can be found at the following link:

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/nspnotice.pdf>

Appendix B – HUD Application and Appendix C – DCA Application –

These can both be found at the following link:

[http://www.fultoncountyga.gov/index.php?option=com\\_content&task=category&sectionid=5&id=35&Itemid=140](http://www.fultoncountyga.gov/index.php?option=com_content&task=category&sectionid=5&id=35&Itemid=140)

Appendix D – Minimum Threshold Requirements

Appendix E – Addenda Acknowledgement Form

Appendix F – Required Submittal Checklist

Appendix G – Fulton County NSP Applicant Summary Form

Appendix H – Fulton County Multi-family Application

## **APPENDIX D**

### **MINIMUM THRESHOLD REQUIREMENTS**

In order for a Proposal to be considered, the Proposer must present documentation that it meets certain organizational Minimum Threshold Requirements. These Requirements are listed below.

- 1) The organization must demonstrate a minimum of three years of experience in working with single-family property acquisition, rehabilitation management, and real estate marketing and sales. Please submit a complete list of single-family real estate projects undertaken and completed over the last 36 months including information as to the type of project, the total cost, sources of funds, and final disposition.
- 2) If submitting a project-specific multi-family application for funding, the organization must have completed a minimum of 3
- 3) The Applicant must be registered and licensed to do business in the State of Georgia at the time of application and must submit copies of current registration with the Secretary of State and any related licenses.
- 4) If the Proposer is a non-profit organization, it must provide its IRS letter showing that it has had 501 (c) status for at least 2 full years prior to the time of application and must include a copy of its most recent Form 990 and the current roster of its Board of Directors.
- 5) The Proposer must have had an audit prepared by a qualified independent accountant or service within the last 12 months and submit a copy with the application package. Audited financial statements may be accepted in lieu of a complete audit at the discretion of the County.

**APPENDIX E**  
**ADDENDA ACKNOWLEDGEMENT FORM**

This is to acknowledge that it is understood that the County may issue addenda to this RFP during the period provided for the preparation of Proposals. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

---

**Signature**

---

**Printed Name**

---

**Title**

---

**Date**

## **APPENDIX F REQUIRED SUBMITTAL CHECKLIST**

- Evidence of 3 years of single-family property development experience including information on completed projects as outlined in Exhibit D
- Documentation of current corporate registration with the Secretary of State and any business licenses of the organization
- 501 (c) letter from the IRS if a nonprofit organization
- Latest 990 and current Board roster if a nonprofit
- Most recent audit
- A Technical Proposal organized as outlined in Section 3.3
- Resumes or statement of experience for development team members
- A comprehensive project budget including assumptions
- Documentation for Fulton-based business, if applicable
- Executed Addenda Acknowledgement Form
- Executed Cost Proposal Form submitted in a separate envelope

**APPENDIX G  
FULTON COUNTY NSP  
APPLICANT SUMMARY FORM**

Organization Name: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Non-profit \_\_\_\_\_ For-profit \_\_\_\_\_ Joint venture \_\_\_\_\_

Number of years in operation: \_\_\_\_\_

Funds Requested: \_\_\_\_\_

Total Number of Units Proposed: \_\_\_\_\_

Please check all activities that apply to your request for funding:

\_\_\_\_\_ Acquisition and Resale of Single-family Properties

\_\_\_\_\_ Acquisition and Long-term Rental of Single-family Properties

\_\_\_\_\_ Acquisition and Lease-purchase of Single-family Properties

\_\_\_\_\_ Acquisition and Long-term Leasing of Multi-family Units

**APPENDIX H  
FULTON COUNTY MULTI-FAMILY APPLICATION  
HOME INVESTMENT PARTNERSHIPS ACT PROGRAM  
(HOME)  
AND  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

**FULTON COUNTY MULTI-FAMILY RENTAL HOUSING  
NOTICE OF FUNDS AVAILABILITY**

**APPLICATION PACKAGE**

**Revised: March 27, 2009**

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**HOME INVESTMENT PARTNERSHIPS ACT PROGRAM (HOME)  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
MULTI-FAMILY RENTAL HOUSING NOTICE OF FUNDS AVAILABILITY  
APPLICATION PACKAGE  
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**HOME INVESTMENT PARTNERSHIPS ACT PROGRAM (HOME)  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
AFFORDABLE MULTI-FAMILY RENTAL HOUSING  
APPLICATION PACKAGE**

**INTRODUCTION:**

The primary goal for the use of HOME funds in Fulton County is to preserve the existing affordable housing stock and increase the supply of affordable housing by taking a holistic approach to housing and related resident services. This approach encourages proactive approaches to housing problems, comprehensive services, the establishment of linkages between the providers of services and the families in need in order to enhance the quality of life, promote upward mobility, and the economic self-sufficiency of the families who reside in the housing developments.

Fulton County has identified low-income households, overcrowded households, residents of substandard housing, low-income senior citizens, and families paying a disproportionate percentage of their income towards rent and utilities as the County's populations in most need of this assistance. The County has identified the HOME Program as a primary source of funding to be utilized to the greatest extent possible for expanding affordable rental housing opportunities.

Neighborhood Stabilization Program (NSP) funds have also been identified as a potential source of funding for the acquisition and redevelopment of eligible multi-family properties. Fulton County has adopted the HOME Program as its model for the evaluation and implementation of long-term multi-family rental projects funded with NSP and the same application package and policies and procedures outlined here will be used to assess these requests.

**PROGRAM DESCRIPTION:**

The Fulton County Home Partnerships Program (HOME) is in compliance with HOME Investment Partnerships Act regulations at 24 CFR 92 (see attached Appendix F) is directed toward expanding the availability of affordable rental stock to low and very low-income persons, as defined by the U.S. Department of Housing and Urban Development. HOME funds are generally offered by Fulton County as deferred payment or low-interest loans to property owners for the rehabilitation of substandard rental properties to provide housing that will be affordable to low and moderate-income households of Fulton County. Funds may also be made available under limited circumstances for new construction or acquisition.

**HOME LOAN CONDITIONS:**

HOME funds are available as a conditional loan with an interest rate and term to be determined based on the overall financing of the project and the fulfillment of the County's underwriting criteria (Policies P-17 and F-15). The terms of these loans shall be for a period based upon the HOME mandated minimum affordability period (5-20 years) (Policy R-5) or the term of the

HOME loan, whichever is longer. All loans will be evidenced by a Promissory Note and secured by a Deed to Secure Debt and other instruments as needed (Policy P-13-A).

All HOME approved projects proposed by nonprofit or public applicants are limited to receiving Fulton HOME funds in an amount not to exceed 50% of the total eligible acquisition and rehabilitation construction cost of the project unless the County determines that special conditions exist to support a higher subsidy. In most instances, for-profit developers will be limited to 15% of the total project cost (Policy P-18).

**APPLICATION PROCESSING AND PROJECT IMPLEMENTATION PROCEDURES  
AND REQUIREMENTS:**

**The Process:An Overview**

All applications must be received on or before the published submission date (Policy P-5). The processing of applications is done in three phases. Phase one involves a 30-day review of the application for completeness and adequacy of documentation. Phase two involves a 60-day assessment of the application and all supporting documentation to determine compliance with County policies (see Attachment A). At the end of phase two, a conditional commitment of funding letter may be issued based on: a) availability of HOME funds; b) compliance with County policies and related issues; and c) the applicant’s proposal to address the County’s preference issues. Phase three includes loan underwriting (after which a firm commitment letter would be issued), preparation of construction contact documents; contract bidding and award, and loan closing. The timing of this phase is dependent upon a number of factors that vary from project to project. The following is a more detailed discussion of the application process. The application could be denied at any point in the process.

**Phase One: Initial Application Review**

Housing and Community Development staff will conduct an initial review to determine if an application warrants further consideration. Applications, which are late, incomplete, or fail to meet minimum requirements (see Procedural Requirements and Policies in Attachment A), will be rejected. Owners will be notified within 30 days of submission if their application is to be given further consideration or rejected. Applications may be given provisional status pending submission of additional information or clarification identified in the notification.

The Housing and Community Development Department will accept and process only those applications that are complete and contain the following Initial Application Review Supporting Documentation (as applicable) at a minimum. Four copies of these documents should be submitted in a loose-leaf notebook with tabs numbered to correspond with the document as indicated. A brief discussion of these documents can be found in Attachment B.

<b><u>Document and Policy Number</u></b>	<b><u>Form No.</u></b>	<b><u>Tab No.</u></b>
Application	Form 100	1
Resumes of all development team principals (O/D-1)		2
Experience Summaries for Owner & Developer (O/D-1)	Form 105	3
Experience Summary for Property Manager (O/D-2)	Form 106	4
Ownership Entity Organizational Documents (O/D-1)		5
Financial Statements and Tax Returns (O/D-1)		6
Annual Operating Expense Budget (P-19)	Form 125	7
Sources of Funds (F-4)	Form 130	8
Sources and Uses of Funds (F-4)	Form 135	9
15-Year After-Tax Income Projections (F-5)	Form 140	10

Market Study (F-1)		11
Evidence of Site Control/Proof of Ownership (O/D-4)		12
Zoning Confirmation Letter		13
Neighborhood and Community Maps		14
Management Agent Questionnaire (O/D-2)	Form 120	15
Project Management Information Summary (O/D-2)	Form 121	16
Management Plan and Proposed lease Form (O/D-2, R-7)		17
Interior, Exterior and Aerial Photographs		18
Affirmative Marketing Plan (R-4)		19
MBE/WBE Outreach-Section 3 Plans (P-20, P-22)		20
Financing Letters of Intent & Section 3 Plans		21
Equity Investment Letter (F-11)		22
Other Lender Packages (P-3)		23
Actual Operating Statements for Last Two Years (P-19)		24
Nonprofit Eligibility Questionnaire (O/D-1)	Form 110	25
Rent Register Form (R-6)	Form 115	26
Building/Unit profiles (R-12)	Form 116	27
Owner/Developer Agreement		28
Utility Allowance Documentation (R-8)		29
Rehabilitation Assessment/Scope of Work (O/D-5)		30
Design Specifications (O/D-5)		31
Evidence of Project Subsidies		32
Certificate of Handicapped-Accessible and Equipped Units (R-2)		33
Special Needs Services/Self-Sufficiency Plans		34
Supportive Services/Self-Sufficiency Plans (P-11)		35
Owner/Housing Authority Tenant Priority Agreement		36
Energy Standard Certificate (R-11)		37
Application Preference Documentation		38

Those who submit applications that are to be given further consideration will be notified at the end of the initial review period. The notification will alert the applicant that their application will be given further consideration, and that requests for further information will be forthcoming from Housing and Community Development.

### *Phase Two: Project Assessment-County Policies and Preferences*

Following the notification of further consideration to the owner, Housing and Community Development staff will continue its assessment of the project application materials and required supporting documentation. During this phase, County staff will perform a limited physical assessment of the property, the construction proposals, and the proposed financing.

The County's assessment during this phase will concentrate on the adequacy of the information contained in the preceding documents to meet the requirements of the applicable County policies in Attachment B of the HUD regulations, and other relevant requirements in the referenced Appendices. In order to be considered for a conditional funding commitment, applicants must demonstrate compliance with all procedural requirements and funding policies.

Preference will be given to applicants who:

- 1) Propose significant and comprehensive community/human service activities to promote positive community and individual growth, stability and self-sufficiency (Policy P-11). Although projects will be required to provide supportive services, additional preference will be given to applicants who have the most comprehensive, well-defined plans.
- 2) Proposed rehabilitation of severely distressed properties as identified by the County or through other acceptable documentation by the owner including photos. Distressed properties would include those that are unoccupied, have high vacancy rates, and significant outstanding citations for code violations.
- 3) Propose rental rates for the total development that are affordable for households of lower incomes as well as moderate and market rate incomes in order to promote a mixed income development. Projects proposing lower rents for HOME-assisted units will be given priority.
- 4) Propose rental housing for senior citizens that is consistent with the County's goals, objectives, and strategies as outlined in the County's Five-Year Plan for HUD Programs.

Detailed information must be provided to support consideration of these preference issues.

Following this assessment, a conditional funding commitment letter will be issued to the applicants, who in the judgment of the Fulton County Housing and Community Development Department have the highest level of compliance with the County's policies, HUD regulations, and other relevant requirements; and proposed the most significant response to the preference issues. The commitment of funding will be conditioned upon successful loan underwriting, contract bidding, and loan closing as will be discussed in the next section.

*Phase Three: Project Underwriting Contract Bidding, and Loan Closing*

Phase three includes: loan underwriting (after which a firm commitment letter would be issued), preparation of construction contract documents, contract bidding and award, and loan closing:

Following the conditional commitment notice, the Housing and Community Development Department will continue the application assessment which will include financial underwriting involving the application of the County's underwriting criteria (see Policy F-15) using the information provided in Form 130-Sources of Funds, Form 135-Sources Uses of Funds, Form 140-Fifteen Year After Tax Income Projections, Form 125 – Proposed Annual Operating Budget, Form 100-Rent Schedules, and other applicable information. The County's Underwriting Criteria is as follows:

Debt Coverage ratio (for senior debt):	1.25 – 1.30
Debt Coverage ratio (for all debt):	1.05 – 1.15
Annual Revenue Increase:	2%
Annual Operating Expenses Increase	3%
Annual Minimum Operating Expense	\$3,600 per unit/annual

Minimum Operating Deficit Reserves Required:	4 months total debt service plus 4 months of projected operating expenses
Minimum Replacement Reserves Required for Rehabilitation:	\$25.00 per unit per month (\$300 per unit per year)
Minimum Replacement Reserves Required for New Construction:	\$20.00 per unit per month (\$240 per unit per year)
Maximum Loan to Cost Ratio:	92%
Maximum Annual Cash-On-Cash Rate of Return:	12%
Total Developers' Fees:	Limited to 15% of Total Project Cost, minus the budgeted developer fee and the cost of the land
Minimum Equity Investment:	At least 8% of project costs if a for-profit Developer

Loan Underwriting Information: If not included in the initial application submittal, the Applicant will be required to provide the following items within 10 working days after the conditional funding commitment. Four copies of these documents should be submitted in a loose-leaf notebook with tabs numbered to correspond with the document as indicated. A brief description of these documents can be found in Attachment B.

<b><u>Document and Policy Number</u></b>	<b><u>Form No.</u></b>	<b><u>Tab No.</u></b>
Firm Financing Commitments (F-2)		39
Proposed Management Agreement (O/D-2)		40
Appraisal (O/D-3)		41
Environmental Reports (R-10)		42
Temporary Relocation Plan (P-9)		43
Contractor's Qualification Statement (P-14)	AIA Form A305	44
Soils Report		45
Schedule of Values (O/D-5)		46
Construction Work Schedule (O/D-5)		47
Proposed Owner/Architect Agreement	AIA Form	48
Proposed Owner/Contractor Agreement (P-14, P-21)	AIA Form	49

If the Applicant's proposed financial structuring meets all Fulton County Underwriting Criteria and related policies, a firm funding commitment letter will be sent to the Applicant. This letter will outline the proposed loan amount, terms, the number of HOME-assisted units to be created, applicable labor standards, and any contingency issues including the finalization of the work scopes. Upon issuance of this letter, County staff will conduct a property inspection for the purpose of determining the adequacy of the proposed scope of rehabilitation and cost estimates if

the project is proposing rehabilitation rather than new construction. To accomplish this, a representative of the department will notify the owner and set up an appointment for the inspection of the property. This inspection will be conducted by Housing and Community

Development staff and may include Fulton County or municipal code enforcement officials. A list of code violations and local property standard (See Appendix A) deficiencies will be completed and provided to the property owner. This list is meant to be comprehensive; however, if additional code violations or property standard deficiencies are cited at a later date, the owner will be responsible for making the necessary corrections (Policy R-11).

Using the list of code violations and property standard deficiencies as a reference, the property owner will prepare and submit a revised scope of work and cost estimate of the proposed repairs. This will include the necessary work to correct substandard conditions, make essential improvements, and repair major housing systems in danger of failure so, when the rehabilitation is completed, the property will comply with the applicable local housing codes and property standards.

The owner will then submit a revised/corrected proposed bid package incorporating any required work scope changes. Upon acceptance and approval of the revised information, Housing and Community Development staff will schedule a meeting with the Owner to review the requirements and schedule for bidding and awarding the construction contract and loan closing.

### **Loan Closing, Construction, and Compliance Monitoring:**

Fulton County staff will oversee the process to obtain bids for the construction. Simultaneously, staff will proceed to develop the loan documents and related materials to convey the HOME funding assistance to the owner (Policy P-13).

The prospective contractors will obtain copies of the bid package from the owner's architect and submit their bids to the Housing and Community Development Department. County staff will open bids and provide them to the owner with an approved low bidder meeting specifications that is not on HUD's list of debarred vendors.

Pending construction contract award and execution, the County will schedule and proceed with the loan closing (Policy P-13).

Loan Closing Information: The following loan closing supporting documentation must be provided prior to loan closing to the Housing and Community Development Department. Four copies of these documents should be submitted in a loose-leaf notebook with tabs numbered to correspond with the document as indicated. A brief discussion of these documents can be found in Attachment B.

<b><u>Document and Policy Number</u></b>	<b><u>Form No.</u></b>	<b><u>Tab No.</u></b>
Site Survey		50
Insurance Certificates		51
Wood Infestation Report		52
Architect's Certificate		53
HOME Income Certifications (R-12)	Form 117	54
Final Management Agreement (O/D-2)		55
Final Owner/Architect Agreement	AIA Form	56
Final Owner/Contractor Agreement (P-14, P-21)	AIA Form	57

In addition to administering and servicing the HOME loan, Housing and Community Development Department staff will inspect the progress of the work, monitor for Davis-Bacon wage rate compliance if applicable, approve and process all draw requests, and conduct the project close-out. Following construction, the County will monitor throughout the loan term to ensure that all compliance requirements are being met.

# FULTON COUNTY HOME MULTIFAMILY AFFORDABLE HOUSING ASSISTANCE APPLICATION INSTRUCTIONS

## INTRODUCTION

This guide is to be used by all applicants seeking development financing assistance from the Fulton County's HOME Investment Partnerships Act Program. Applicants are expected to be familiar with the contents of this guide, and failure to follow the instructions in this guide may result in rejection of an application package.

The applicant must be the individual or entity that will own the property and be the recipient of the financing or the Borrower on the loan. If the Owner and Developer are not identical, it is expected that the Developer will assist in the completion of the application package, but the Owner must sign the application and is responsible for its content.

This application package will be used to evaluate all requests for Fulton County HOME funding assistance for multifamily affordable housing development. Four copies of the complete application and all documentation must be submitted to the Housing and Community Development Department.

## **APPLICATION FORM – 100 Tab –1**

### **I. General Information**

- **Development Information**

All applicants must complete this section. If the development currently has a name which is different from the name you plan to use, enter the name you plan to use, followed by the existing name in parentheses.

- **Assistance Request Information**

All applicants must complete this section. Enter the amount requested.

- **Developer Information**

All applicants must complete this section. If development is to be done by partners or a joint venture, enter the information for the managing partner. A qualified Minority-owned Business Enterprise (MBE) is one in which more than 50% control of the ownership and operation of the business is held by persons from racial minority groups. A qualified Woman-owned Business Enterprise (WBE) is one in which more than 50% control of the ownership and operation of the business is held by females, regardless of race.

- **Proposed Ownership Entity**

All applicants must complete this section, even if the proposed Owner is the same as the Developer. Enter information concerning the entity that is expected to own the property when the loan is closed. This need not be the entity that currently owns the site, as long as this entity has control of the site through an option or contract.

## **II. Development Team Information**

- **General**

All applicants must complete this section, although certain team members may be omitted if the type of development does not require them. Enter the name and phone number of the development team members that apply to your development.

- **Specific**

As part of the application, the following must be attached:

1. A detailed organizational chart outlining all relationships affecting the project
2. Any interlocking relationships,
3. Any legal agreements between the various entities in the development must be attached
4. Resumes for all principals involved in more than 5% of any transaction within the development must be attached
5. By-laws
6. Articles of Incorporation
7. Listing of Board of Directors
8. Partnership Agreements
9. Audited financial statements for all parties involved in this project (Policy O/D-1). Also refer to Form 105-Experience Summaries for Owner & Developer, Form 106- Experience Summary for Manager, Form 120- Management Agent Questionnaire, and Form 121-Project Management Information Summary.

## **III. Non-Profit Determination**

- **General**

Only applicants who are non-profits, or developments with a non-profit acting as developer or property manager, should complete this section.

- **Specific**

Complete Form 110 Non-Profit Eligibility Questionnaire and provide supporting documentation as required (Policy O/D-1).

#### **IV. Development Plan Information**

- **General**

All applicants must complete this section. Provide information in this section relating to the project as proposed, which may or may not be similar to the existing situation (Also see Policy O/D-5) for additional construction plans, specifications and cost estimates to be attached).

- **Energy and Equipment Information**

All applicants must complete this section. If systems are to be modified or replaced, or amenity packages are to be modified, provide information on the systems and appliances that are to be in place after rehabilitation (Policy R-12). If systems are not to be replaced, provide specifications of systems currently in place.

#### **V. Site Information**

- **General**

All applicants must complete this section and attach proof of ownership documentation (Policy O/D-4).

#### **VI. Development Rent Schedules**

- **Income and Affordable Rent Requirements of HOME Assisted Units**

Participating projects shall have at least 20% of its HOME-assisted units occupied by households who have annual income that are 50% or less of median income adjusted for family size as established by HUD at Low HOME Rent minus tenant-paid utilities (See Appendix A for the current approved Fulton County Utility Schedule). As HUD provides updated rents and incomes, and the Housing Authority provides updated utility schedules, they will be automatically incorporated into this program. Current high and low HOME Rents and Income schedule applicable can be found on page 6 of Form 100 (Policy R-8).

- **Ninety Percent Requirement**

HOME funding must be used such that 90% of the HOME assisted units are occupied by families who annual income does not exceed 60% of the median family income for the area. The balance of the units may be occupied by tenants with annual incomes between 60% and 80% of median. These income schedules can be found on page 6 of Form 100 (Policy R-8).

- **Monthly Utility Allowance**

All applicants must complete this section. This table is to be completed for systems to be in place after the completion of construction. Information on allowance amounts can be found in Appendix A.

- **Low-Income Units**

This table is to be completed by all applicants who have one or more units that they have elected to lease at rent levels affordable to households at 80% of AMI. Information should be provided on each unit type. Note that the net rent cannot exceed the maximum gross rent for that unit type as provided on the previous page minus the utility allowance for that unit type (Policy R-8).

- **Very Low-Income Units**

This table is to be completed by all applicants who have one or more units that they have elected to lease at rent levels affordable to households at 50% of AMI. Information should be provided on each unit type. Note that the net rent cannot exceed the maximum gross rent for that unit type as provided on the previous page, minus the utility allowance for that unit type (Policy R-8).

- **Other Units**

This table is to be completed by all applicants who have one or more units that they have elected not to restrict to low or very low-income household rents. Information should be provided on each unit type.

- **Employee and Model Units**

All applicants must complete this section. If the applicant does not intend to provide rent concessions to employees or does not plan to set up any permanent model units, enter zero in the unit count spaces. If units are to be used for these purposes, their rents should be included in income projects, and rent reductions or losses are to be included in operating expenses.

- **Rental Assistance Information**

All applicants must complete this section.

- **Housing Authority Waiting List Information**

Applicants who intend to make formal arrangements with the Housing Authority must complete this section.

## **VII. Relocation Information**

- **General**

All applicants must complete this section. See Policy P-9 regarding temporary and permanent displacement. If you answer yes to either of these questions, you will be expected to include a budget for relocation costs in your Uses of Funds (Form 130).

## **VIII. Development Subsidy Information**

- All applicants must complete this section. Fulton County is required to certify that the level of public support for each development is limited to the amount necessary and appropriate to create affordable housing. Enter in the chart all funds requested under this application, and any other government assistance applied for (Policy F-3).
  - Credit Enhancements  
All applicants must complete this section.
  - Existing Subsidies  
All applicants must complete this section.

## **IX. Supportive Services Information**

- General  
All applicants are required to provide self-sufficiency supportive services and must complete this section with a specific management and operations plan (Policy P-11).

## **X. Financing and Development Schedule**

- General  
All applicants must complete this section. Under the financing items, enter information related to Non-Fulton County sources only.

## **XI. Certification**

- General  
An authorized representative of the proposed owner of the development must sign this application. If the proposed Owner is a partnership, each general partner must sign.

**SOURCES AND USES GUIDE**  
**(References Forms 130, 135, and 140)**

A Sources of Funds Statement- Form 130, a Sources and Uses Statement – Form 135, and a 15 year After-Tax Income Projection – Form 140, must be submitted for developments proposed for financing. These statements must be prepared in accordance with this guide. Applicants may submit the required information in another format as long as all information is provided as requested. The Housing and Community Development Department will review this information in the manner described in this guide (Policies F-4 & F-5).

**1. SOURCES OF FUNDS STATEMENT (Form 130)**

The total sources of funds should be itemized according to the following categories:

**Construction and Bridge Financing:**

Enter the lender/investor's name, amount, rate, and term for all sources available for construction and lease-up. This period must not exceed 24 months (Policy-F-8).

**Permanent Financing:**

Enter the lender/investor's name, amount, annual debt services, interest rate, and term for all sources of permanent financing. A source listed as a construction period source, which will remain, as a permanent source should be listed in both sections (Policy F-2)

For the purpose of listing Fulton County loans, applicants should anticipate receiving a loan on standard terms, with a minimum 3% annual interest rate, fully-amortized over a 15 year term. While the rate and term will be negotiable, this will be the beginning point for underwriting the project (Policy F-5).

Low-Income Housing Tax Credit Proceeds, if anticipated, should be shown at the amount to be realized from the syndication of the credits, without any reduction for related expenses (Policy F-14).

Historic Tax Credit Proceeds, if anticipated, should be shown at the amount to be realized from the syndication of the credits, without any reduction for related expenses (Policy F-4).

Owner's Cash Equity should be shown as the amount committed to the project, which must be at least 8% of total project cost. Owner's cash equity is money invested in a development for a share of all of the development's future profits and bears the first risk

of any loss. This can be in the form of a developer's fee, which remains in the development as equity (Policies F-11 and F-14).

## 2. **SOURCES AND USES OF FUNDS STATEMENT ( Form 135)(Policy F-4)**

Enter the construction sources in the boxes at the top of page 1 first. If an additional source will be available at permanent closing, list that source as well (Policy F-8).

Enter the projected line item amount for each expenditure item in the Total Projected Cost column, and then enter the amount from each listed source that will be used to pay for each particular line item.

Fulton County will underwrite the developer/sponsor's development costs for accuracy, necessity, reasonableness, eligibility, and compliance with appropriate regulatory requirements. A line item cost comparison with similar developments, market conditions, regional data and other factors will be conducted to determine your proposal's comparability and reasonableness. If any specific development cost item varies significantly from comparable factors or data, you may be required to submit additional documentation showing that such development cost item budget is reasonable.

When completing the form, please use the following definitions:

### **Land:**

Direct costs of land acquisition, including all amounts paid to seller, loans assumed, amounts paid to release encumbrances on the land, legal and broker fees, acquisition fees paid in connection with the transfer of ownership, and carrying costs from the day of acquisition to the start of construction (Policies O/D-3 and O/D-4).

### **Acquisition of Existing Structure:**

Direct costs necessary to acquire the buildings in a housing development, including all amounts paid to a seller, loans assumed, fees paid to release encumbrances on the development, legal and broker fees, acquisition fees paid in connection with the transfer of ownership and carrying costs from the date of acquisition to the start of construction.

### **Demolition:**

This demolition is the clearing of existing buildings for new construction, not the interior demolition that is a common part of rehabilitation work.

**Site Work:**

Site work includes the costs of earthwork, utilities installation, trenching, pipe bedding, manholes and catch basins, roadway paving, parking lots, lawns, and planting. These costs will vary from one development to another because no two sites are precisely alike. The site work costs do not include off-site improvements.

**Off-Site Improvements:**

Many developments, particularly in new construction, require work to be done off-site at the expense of the development. This could include roads and sidewalks, sewer and water extensions, and other similar utility work.

**New Construction:**

New construction costs include amounts agreed to be paid for material and labor of the general contractors, plus all subcontracts. This amount should match the figures in the general contractor's bid and the construction contract (Policy O/D-5).

**Rehabilitation:**

Rehabilitation costs include amounts agreed to be paid for materials and labor of the general contractor, plus all subcontracts. This amount should match the figures in the general contractor's bid and the construction contract (Policy O/D-5).

**Accessory Buildings:**

Non-residential space to be used for retail, office or other purposes which will be used by persons other than tenants. These costs include amounts agreed to be paid for materials and labor of the general contractor for this space, plus all subcontracts for work on this space, plus a pro-rata share of builder's profit, overhead, and general requirements. This amount should match the figures in the general contractor's bid and the construction contract. Community and recreational buildings for the exclusive use of development tenants are considered residential and should be included under New Construction or Rehabilitation (Policy O/D-6).

**General Requirements:**

Contractor's general requirements include, but are not limited to, the following:

- Supervision
- field engineering
- field office expense (including clerical employee's wages)

- temporary sheds
- toilets
- tool storage and shops
- temporary heat, water
- light and power for construction
- equipment rental (if not included in trade item costs)
- clean-up and rubbish disposal
- building permits
- watchman wages and/or theft and vandalism insurance (or allowance for such losses)
- medical and first aid facilities
- temporary walkways and fences
- sidewalk and street rental
- temporary roads
- siding and docking facilities.

Specific items will vary according to development type, location and site conditions.

**Builder/Contractor Overhead:**

Contractor's overhead includes such items as main office expenses, field supervision, tools, and minor equipment, and insurance (Policy F-10).

**Builder/Contractor Profit:**

If there is an identity of interest between the developer and the builder, the builder's profit is limited to ten percent (10%) of construction and rehabilitation costs. An identity of interest is a financial, familial, or business relationship that permits less than arm's length transactions. This includes, but is not limited to existence of a reimbursement program or exchange of funds; common financial interests; common officers or stockholders; or family relationship between office, directors or stockholders. The Housing and Community Development Department will determine whether an identity of interest exists (Policy F-10).

**Site Security:**

Costs of maintaining security of the construction site should be entered separately and paid by the Owner directly. In most cases, the cost of securing the site is included in the construction contract under general requirements (Policy F-7).

**Construction Contingency:**

Construction contingency is an allowance for unforeseen difficulties or for oversights during the estimate process. Generally, the contingency allowance is a percentage of the total construction costs. A construction contingency of 5% but not greater than 7% is required for new construction and at least 7% but not greater than 10% for rehabilitation (Policy F-9).

**Architect Fees:**

Architect fees vary with the type of construction and overall development sizes (total construction cost). These fees may also vary depending upon degree of design difficulty economic conditions in the particular area (Policy F-7).

**Real Estate Attorney:**

Legal expenses required in obtaining required zoning approvals such as rezoning applications, special permit applications, variance applications, and related appeals should be shown on this line. Acquisition and loan closing attorney fees should not be shown here (Policy F-7).

**Consultant/Processing Agent:**

Fees to independent firms or individuals for obtaining access to non-traditional financing sources (Policy F-7).

**Engineer Fees:**

Engineer fees vary with the type of construction and development size (total construction cost). These fees may also vary depending upon degree of design difficulty and complexity of the construction. These fees are not included in the development's construction costs and vary with development size. Also included are topographic surveys, test borings, sub-surface exploration, soil testing, and utility tap fees (other than those included in construction contract). Some of these expenses may be included in your contract with the architect; exercise care to prevent duplication of cost allowance (Policy F-7).

**Construction Insurance:**

Allow for accrued portion of premiums on owner's insurance coverage during the construction/rehab contract period. If the development is to be occupied during rehabilitation, only incremental builder's risk insurance should be listed.

**Construction Interest:**

Allowance for construction interest should run through lease-up to conversion of the construction loan to a permanent loan.

**Construction Loan Origination Fees:**

Construction loan origination fees include fees charged by the construction lender for the examination and processing of the development loan application, inspection fees, commitment fees, lender legal fees, and mortgage insurance fees. If the fees include itemized charges for appraisals, market studies, or environmental assessments, those amounts should be shown separately below. If such fees are included but not itemized, they should be shown here and “Lender Fee” should be noted when you reach each the individual soft cost lines below (Policy F-7).

**Construction Loan Credit Enhancement Fees:**

Construction loan credit enhancement fees are charged by the mortgage insurer or construction lender as a condition of making the loan (Policy F-7)

**Construction Real Estate Taxes:**

Allowance for accrued real estate taxes for the construction/rehab period only for new construction and unoccupied rehab developments (Policy F-7)

**Credit Reports:**

Fees paid to lenders specifically for credit reports can be shown here, but only if not shown on construction or Permanent Loan fee lines (Policy F-7).

**Permanent Financing Fees and Expense:**

Permanent financing fees charged by the permanent lender for making the loan may include the initial service charge by the mortgagee, discounts fees, lender’s legal fees, and FNA or GNMA fees. If the fees include itemized charges for appraisals, market studies, or environmental assessments, those amounts should be shown separately below. If such fees are included but not itemized, they should be shown here and “Lender Fee” should be noted when you reach the individual soft cost lines below (Policy F-7).

**Bond Cost of Issuance:**

Payments made directly to the Bond Underwriter to cover the legal and regulatory costs of issuing the bonds (Policy F-7).

**Bond Underwriter's Discount:**

Payments made directly to the Bond Underwriter to cover the costs and risks of marketing the bonds in the primary market (Policy F-7).

**Bond Premium:**

Payments made directly to the Bond Underwriter (Policy F-7).

**Title and Recording Expenses:**

Title and recording expenses include recording costs for all loans and mortgages, mortgage and stamp taxes, and the cost of these policies in connection with construction and permanent loans. Survey costs and legal fees paid in connection with these items are also eligible (Policy F-7).

**Legal Fee:**

Legal expenses include costs incurred by the owner for legal services required in connection with the financing of the development. This line item should not include costs associated with land acquisition or costs incurred in obtaining zone approvals (Policy F-7).

**Prepaid Mortgage Insurance:**

This line item is limited to the amounts paid or accrued, and is based on a per annum percentage of the maximum insurable mortgage amount in the firm commitment, for the same amortization period (Policy F-7).

**Property Appraisals:**

Fees to independent property appraisers commissioned directly or by a lender. Do not duplicate Construction or Permanent Loan fees if appraisal fees were collected by the lender and are shown in either of the Loan Fee lines above (Policies O/D-3 & F-7).

**Market Studies:**

Fees to independent real estate professionals to determine the demand in the current metro Atlanta real estate market for a project of the type being proposed (Policy F-1).

**Environmental Reports:**

Fees to independent professional engineers for preparation of environmental assessment reports commissioned directly or through a lender. Do not duplicate Construction or

Permanent Loan Fees if environmental assessment fees were collected by the lender and shown on either of the Loan Fees lines above (Policies R-11 & F-7).

**Tax Credit Fees:**

Application and reservation fees to be paid for allocation of Low-Income Housing Tax Credits if applicable (Policy F-7).

**Other Monitoring Fees:**

Compliance monitoring fees to be paid to the Georgia Department of Community Affairs or other organizations to cover required annual monitoring activities for Resolution Trust Corporation developments, Affordable Housing Program funds received from the Federal Home Loan Bank, or those receiving tax credits (Policies F-15 & F-7).

**Relocation Costs:**

Costs incurred as a result of temporary and permanent relocation activities during the construction period. This does not include funds held in escrow to subsidize rents for very low-income tenants remaining in the development (Policies P-9, F-7 & R-4).

**Initial Marketing and Rent-Up Costs:**

Allowance for pre-leasing and initial lease-up period marketing efforts, as well as initial costs for setting up an on-site leasing office. Also includes funds set aside to cover operating deficit from the start of lease-up to stabilization and conversion to permanent financing (Policy F-7).

**Bond Monitoring Fees:**

Fees paid specifically for the monitoring of developments financed with tax-exempt bonds (Policy F-7).

**Organizational Expenses:**

Costs of setting up the development team and proposed ownership entity, such as limited partnership agreement development and filing (Policy F-7).

**Bridge Loan Fees:**

Bridge loan fees consist of fees and interest incurred by a developer on loans obtained by the pledge of investor's deferred capital contributions (Policy F-7).

**Tax Opinion:**

Legal expenses incurred in order to obtain required certifications for the Low-Income Housing Tax Credit Program, or to syndicate those credits if applicable (Policy F-7).

**Developer Overhead:**

Direct and indirect actual costs of the developer from the date of application to permanent loan closing for this development (Policies F-7 & F-10).

**Developer Fee:**

Profit to the developer and/or owner. The maximum total developer fee can be no more than 15% of the total project cost minus the budgeted developer fee and the cost of the land. This includes not only fees, but also overhead and consultant fees (Policies F-7 and F-10).

**Operating Reserves:**

Funds set-aside to cover unexpected operating deficits after stabilization and conversion to permanent financing. Fulton County requires a minimum reserve to be maintained at all times (Policy F-7 and F-10).

**Escrows:**

Amounts required by lenders to be escrowed for such items as real estate taxes, property insurance, repairs and replacements at or before conversion to permanent financing.

3. **15 YEAR AFTER-TAX INCOME PROJECTIONS (Form 140) (Policy F-5)**  
Utilize the definitions below in completing the Multi-Year Operational Pro Forms.

**Total Potential Rent Income:**

Assume that all units in the development are fully occupied at the applicable market and HOME rents in year one. For years two through fifteen, increase the rents by 2% per year (Policy F-15).

**Other Income:**

Add income from activities such as vending machines, coin laundry facilities, pet fees, late fees and other non-rent income.

**Vacancy Allowance:**

Assume a 7% vacancy and collection loss.

**Annual Operating Expense:**

Enter the Total Annual Operating Expenses from the Annual Operating Expense Budget (Form 140) for Year One. In years two through fifteen, increase this item by 3% per year (Policy F-15).

**Debt Service:**

Subtract debt service payments in the amounts set forth in the Sources of Funds Statement (Form 130).

**Income Taxes:**

Use the maximum marginal rate for the type of return, depending on the type of investor. This section should only be filled out if the applicant for funding is or includes a for-profit entity.

**I. General Information**

• **Development Information**

Development Name:

Address:

Census Tract: \_\_\_\_\_, Georgia Zip Code:

Types of development activities planned ( all that apply):

Acquisition       New Construction       Rehabilitation \_\_\_\_\_ % occupied

- **Amount of Assistance Requested**      \$
- **Developer Information**      Federal ID#

Contact Person: \_\_\_\_\_ Phone:

Firm Name: \_\_\_\_\_ Phone:

Address: \_\_\_\_\_ Fax:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code:

Is this firm a qualified Minority-owned Business Enterprise (MBE)?  Yes  No

Is this firm a qualified Woman-owned Business Enterprise (WBE)?  Yes  No

- **Proposed Ownership Entity** (This entity must be formed as of date of application)

Entity Name: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Legal Form:  Individual  General Partnership  Limited Partnership

( one)  For-Profit Corporation  Non-Profit Corporation  Other:

General Partner Information (if applicable): (List Managing General Partner on first line).

Name: \_\_\_\_\_ Fed. ID# or Soc. Sec. No.: \_\_\_\_\_ Owns \_\_\_\_\_ %

Name: \_\_\_\_\_ Fed. ID# or Soc. Sec. No.: \_\_\_\_\_ Owns \_\_\_\_\_ %

Name: \_\_\_\_\_ Fed. ID# or Soc. Sec. No.: \_\_\_\_\_ Owns \_\_\_\_\_ %

**II. Development Team Information** (Name and Phone Number)

here if MBE or WBE

Contractor: \_\_\_\_\_

Property Manager: \_\_\_\_\_

Consultant: \_\_\_\_\_

Owner's Attorney: \_\_\_\_\_

Tax Attorney: \_\_\_\_\_

Closing Attorney: \_\_\_\_\_

Tax Accountant: \_\_\_\_\_

Physical Needs Assessor (if applicable): \_\_\_\_\_

Architect: \_\_\_\_\_

Does the developer or owner hold a direct or indirect financial interest in any development team member listed above?  Yes  No

If yes, provide details of the relationship:

• **Non-Profit Determination**

To qualify for non-profit preference, a non-profit must materially participate in the development and operation of the project throughout the compliance period. Within the meaning of IRC §469(h), “a(non-profit) shall be treated as materially participating in an activity only if the (nonprofit) is involved in the operations of the activity on a basis that is regular, continuous, and substantial.”

Indicate type of non-profit participating in this development ( one):

IRC §501(a)    IRC §501(c)(3)    IRC §501(c)(4)    IRC §501(c)(3)    Other

\_\_\_\_ Is “fostering low and moderate income housing” listed among the purposes of the non-profit in its Articles of Incorporation?       Yes    No

**IV. Development Plan Information**

Total Number of Units Planned: \_\_\_\_\_      Number of Low-Income Units Planned:

Residential Floor Area Planned: \_\_\_\_\_ sq. ft.      Low-Income Unit Floor Area Planned: sq. ft.

Unit Targeting:

Elderly, \_\_\_\_\_ units    Family, \_\_\_\_\_ units       Disabled \_\_\_\_\_ units

Other: \_\_\_\_\_, \_\_\_\_\_ units

Housing Types Planned ( all that apply):

Single Family Detached    Row House/Townhouse    Two Family Detached

Garden Apartments    Multi-Story, No Elevator    Multi-Story, Elevator

Type of Occupancy Planned:  Standard Rental    Transitional    Single Room Occupancy  
 Condominium    Cooperative    Other:

Recreational Facilities Planned:

Commercial Space Planned:

Accessory Building Planned:

Development Security Planned:

Total Number of Buildings Planned: \_\_\_\_\_      Total Number of Parking Spaces: \_\_\_\_\_

Total Floor Area Planned: \_\_\_\_\_ sq. ft.      Non-Residential Floor Area Planned: \_\_\_\_\_ sq.ft.

• **Energy and Equipment Information**

**Heating System** ( one):     Electric Baseboard    Central Forced Air  
 Gas    Electric                     Heat Pumps             Wall Heaters  
Efficiency Rating: \_\_\_\_\_     Other:

**Air Conditioning System** ( one):    None Provided                     Window Units  
 Gas    Electric                             Central Forced Air    Motel-Style Units  
Efficiency Rating: \_\_\_\_\_             Heat Pumps

**Domestic Hot Water** ( one):                     Single Units Supply             Shared Supply  
 Gas    Electric  
Efficiency Rating:

**Equipment Included with Low and Very Low-Income Units** ( items provided):  
 Range                     Refrigerator                     Garbage Disposal    Dishwasher  
 Kitchen Exhaust     W/D Hook-ups                     Washing Machine    Dryer  
 On-Site Laundry     Security Alarm                     Other

**Equipment Included with Other Units** ( items provided):  
 Range                     Refrigerator                     Garbage Disposal    Dishwasher  
 Kitchen Exhaust     W/D Hook-ups                     Washing Machine    Dryer  
 On-Site Laundry     Security Alarm                     Other

**V. Site Information**

Form of Site Control ( one):             Option                     Contract                     Deed

Date of Acquisition:

Expiration date of option or contract: \_\_\_\_\_ Price \$

Site Area: \_\_\_\_\_ acres Seller's Phone Number: (\_\_\_\_)

Seller's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Site Information - Continued**

Does current site zoning allow multifamily residential use?  Yes  No

If current zoning does not allow this use, has a rezoning application been filed?  Yes  No

Is the site currently connected to:

Public Water Supply?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Cable Television System?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Public Sewer System?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Telephone System?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Natural Gas Distribution System?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Electric Power System?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are the following features present at the proposed development site?

All or part in 100-yr. floodplain?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Standing water?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Railroad tracks within 300 feet?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Creek, lake, river frontage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
High tension wires?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ravines or steep grades?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Major rock outcroppings?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Airport clear zone?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash or imported fill?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Unstable soil conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explosive materials within 300 ft?	<input type="checkbox"/> Yes <input type="checkbox"/> No	High noise levels?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hazardous Materials	<input type="checkbox"/> Yes <input type="checkbox"/> No	Toxic Waste Sites	<input type="checkbox"/> Yes <input type="checkbox"/> No

Identify any other unusual site features:

**VI. Development Rents**

- Maximum Gross Rents including Tenant Paid Utilities (effective April, 2008):

<u>Unit Size</u>	<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>
High HOME Rents	\$684	\$741	\$824	\$1003	\$1094
Low HOME Rents	\$622	\$667	\$801	\$925	\$1032

Income Schedule For Families at 60% AMI (90% rule) and 80% AMI (effective March, 2009).

<u>Family Size</u>	<u>50% AMI</u>	<u>60% AMI</u>	<u>80%AMI</u>	<u>Family Size</u>	<u>50%</u>	<u>60%</u>	<u>80%</u>
1	\$25,100	\$30,120	\$40,150	5	\$38,700	\$46,440	\$61,950
2	\$28,700	\$34,440	\$45,900	6	\$41,600	\$49,920	\$66,550
3	\$32,250	\$38,700	\$51,600	7	\$44,450	\$53,340	\$71,100
4	\$35,850	\$43,020	\$57,350	8+	\$47,300	\$56,760	\$75,700

- Monthly Utility Allowances**

Complete the following table of allowances for tenant-paid utilities using Utility Allowance Table provided by the Housing Authority (Appendix B)

Expense Item	Type	To Be Paid By		Allowance by number of bedrooms				
		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant	0-BR	1-BR	2-BR	3-BR	__BR
Heating		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Cooking		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Hot Water		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Lighting		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Air Conditioning		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Water/Sewer		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Trash		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Refrigerator		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
<b>Total monthly tenant paid utilities</b>								

- **Low Income Units (80% of Area Median Income)**

Enter your proposed net rents for units targeted for low-income households in this table:

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square feet)
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
Non-Rental Income: (Identify Source)			\$	
Less Vacancy Allowance of _____ %			(\$ _____ )	
Total Monthly Income from Low-income Units			\$	
What is the estimated annual increase in net rent?			_____ %	

**Note: Net rents equal the monthly gross rents less the tenant paid utilities.**

- **Very Low-Income Units (50% of Area Median Income)**

Enter your proposed net rents for units targeted for very low-income households in this table:

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square ft)
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
Non-Rental Income (Identify source)			\$	
Less Vacancy Allowance of _____ %			(\$ _____ )	
Total Monthly Income from Very Low-Income Units			\$	
What is the estimated annual increase in net rent?			_____ %	

• **Other Units**

Enter your proposed net rents for all unrestricted units in this table:

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square ft)
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
Non-Rental Income (Identify source)			\$	
Less Vacancy Allowance of _____ %			(\$ )	
Total Monthly Income from Very Low-Income Units			\$	
What is the estimated annual increase in net rent?			_____ %	

• **Employee and Model Units**

Check () one for each of the following selections:

Number of employee units planned: \_\_\_\_\_ Number of permanent model units planned: \_\_\_\_\_  
 Included in unit count  Included in unit count  
 Common space  Common space (not eligible for tax credits)

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square feet)
BR		\$	\$	
BR		\$	\$	
Total Monthly Rental Income Foregone			(\$ )	

• **Rental Assistance Information**

Do you expect to receive a commitment for any rental subsidies for this development?  Yes  No

If you answered yes, please  the type of subsidy expected:

Section 8 Moderate Rehabilitation  Other:  
 Section 8 Project Based Assistance

Number of units expected to receive assistance:

Number of years remaining in assistance contract:

• **Housing Authority (HA) Waiting List Information (optional)**

Describe households on waiting list for public housing (does not include waiting list for Section 8 program) to be targeted. Include information related to number of households on waiting list and number or percent who could be served by proposed project based on family size, income, and rent they can afford to pay.

Describe the number of units, unit mix, and rent structure to be implemented to specifically target need identified above.

**VII. Relocation Information**

Relocation is the moving of residential tenants from their original leased space.

Will your development plans require any tenants to move temporarily?  Yes  No

Will your development plans require any tenants to move permanently?  Yes  No

**VIII. Development Subsidy Information**

If any of your development financing sources are provided directly or indirectly with Federal, State, or local government funds, enter the amounts in the following table:

LOANS		GRANTS	
Tax Exempt Bonds	\$	C.D.B.G.	\$
C.D.B.G.	\$	Housing Trust Fund	\$
Housing Trust Fund	\$	HOME	\$
HOME	\$	State Government	\$
Other	\$	Local Government	\$
		Other	\$

If tax-exempt financing is to be used, what percentage of the total cost does it cover?  
%

If taxable bond financing is to be used, enter amount of expected proceeds. \$ \_\_\_\_\_

- **Credit Enhancements**

Will the permanent financing have any kind of credit enhancement?  Yes  No

If yes, what kind of enhancement?

- **Existing Subsidies in Developments to be Acquired**

Does your development plan include acquisition of units with existing subsidies?  Yes  No

If yes, please indicate the kind of existing subsidy ( all that apply):

- Section 221(d)(3) Below Market Interest Rate  Section 236  
 Section 8 Project Based Assistance  Other

Does your development plan seek to preserve federally-assisted low-income housing which would otherwise convert to market rate use through mortgage prepayment, foreclosure or expiring subsidies?

Yes  No

## **IX. Supportive Services Information**

If you plan to provide supportive services to your tenants, please provide the following:

- Description of the tenant population to be served:
- Description of the services to be provided and the rationale for service selection:
- Description of the intended benefits of the services to be provided:
- Description of how services are to be provided:
- Description of service provider and financing:



**X. Financing and Development Schedule**

For each item in the chart below, enter the month and year when that item is expected to be accomplished. If an item does not apply to your development, enter N/A.

SITE	ACTIVITY	MONTH/YEAR
	Option Contract Closing Zoning Approval Site Analysis	_____/ _____/ _____/ _____/ _____/
CONSTRUCTION FINANCING	Source: Application Submission Conditional Commitment Firm Commitment	_____/ _____/ _____/ _____/
PERMANENT FINANCING	Source: Application Submission Conditional Commitment Firm Commitment	_____/ _____/ _____/ _____/
	Source: Application Submission Conditional Commitment Firm Commitment	_____/ _____/ _____/ _____/
	Source: Application Submission Conditional Commitment Firm Commitment	_____/ _____/ _____/ _____/
	Source: Application Submission Conditional Commitment Firm Commitment	_____/ _____/ _____/ _____/
PLANS	Preliminary Drawings Working Drawings	_____/ _____/
CONSTRUCTION LOAN CLOSING		_____/

CONSTRUCTION START		____/
LEASE-UP START		____/
CONSTRUCTION COMPLETE		____/
FULL LEASE-UP		____/

---

**XII. Certification**

The undersigned applicant(s) hereby each certify that, to the best of my/our knowledge, all of the information in this application and all supporting documentation is correct, complete and accurate. I/We further recognize and accept our obligation to notify the Fulton County Housing and Community Development Department immediately if I/we become aware of any subsequent events or information which would change any statements or representations previously submitted to Fulton County.

DATE: \_\_\_\_\_ Applicant Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Firm Name

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

\_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_ Applicant Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Firm Name

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

\_\_\_\_\_  
Authorized Signature

# EXPERIENCE SUMMARY - OWNER/DEVELOPER

Submit one form for each different Owner and Developer entity. If entity is a partnership, submit one form for each general partner also.

Individual or Entity Name: \_\_\_\_\_ Entity Type:   Individual (one)   Partnership  
 Proposed Role in Development:   Owner   Developer   Corporation

Development Name, City, State	Date Acquired or Constructed	Unit Count			Financing Sources incl. Gov't Programs	Occup. %	Participation Period		Any foreclosure default, lawsuit? **
		L/M **	Mkt.	Spec. Need			From	To	
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No

\*If YES in any case, provide full details on the back of this form or on a separate sheet. \*\*Restricted to low and moderate income persons.  
Form 105

## EXPERIENCE SUMMARY - PROPERTY MANAGER

Development Name: \_\_\_\_\_

Name of Management Firm: \_\_\_\_\_

Development Name, City, State	Date Acquired or Constructed	Unit Count			All Financing Sources incl. Govt. Programs	Occup. %	Participation Period		Any foreclosure default, lawsuit?*
		L/M	Mkt.	Spec. Need			From	To	
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No
									<input type="checkbox"/> <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No

\*If YES in any case, provide full details on the back of this form or on a separate sheet. \*\*Restricted to low and moderate income persons.

**ANNUAL OPERATION EXPENSE BUDGET**

(Complete Separate Forms for the Existing and Proposed Operations)

Development Name: \_\_\_\_\_

**ADMINISTRATIVE**

Accounting ..... \_\_\_\_\_

Advertising..... \_\_\_\_\_

Legal Fees ..... \_\_\_\_\_

Leased Furniture ..... \_\_\_\_\_

Management Fee ..... \_\_\_\_\_

Management Salaries & Benefits..... \_\_\_\_\_

Non-Residential Unit Rent ..... \_\_\_\_\_

Office Supplies & Postage ..... \_\_\_\_\_

Telephone ..... \_\_\_\_\_

Misc. Administrative Costs..... \_\_\_\_\_

Subtotal - Administrative

\$ \_\_\_\_\_

**MAINTENANCE**

Vacant Unit Preparation..... \_\_\_\_\_

Exterminating..... \_\_\_\_\_

Grounds..... \_\_\_\_\_

Maintenance Salaries & Benefits..... \_\_\_\_\_

Maintenance Supplies..... \_\_\_\_\_

Pool ..... \_\_\_\_\_

Repairs ..... \_\_\_\_\_

Other: \_\_\_\_\_

Subtotal - Maintenance

\$ \_\_\_\_\_

**OPERATING**

Owner-Supplied Cable TV..... \_\_\_\_\_

Owner-Supplied Electricity..... \_\_\_\_\_

Water and Sewer..... \_\_\_\_\_

Owner-Supplied Natural Gas..... \_\_\_\_\_

Garbage Collection..... \_\_\_\_\_

Security ..... \_\_\_\_\_

Other: \_\_\_\_\_

Subtotal - Operating

\$ \_\_\_\_\_

**FIXED**

Real Estate Taxes (@\_\_\_\_mils) ..... \_\_\_\_\_

Insurances..... \_\_\_\_\_

Other Tax Assessments..... \_\_\_\_\_

Other: \_\_\_\_\_

Subtotal - Fixed

\$ \_\_\_\_\_

**TOTAL ANNUAL OPERATING EXPENSES**

\$ \_\_\_\_\_

Annual Replacement Reserve Contribution

\$ \_\_\_\_\_

**TOTAL ANNUAL OPERATING EXPENSES & RESERVE PAYMENTS**

\$ \_\_\_\_\_

## PROPOSED SOURCES OF FUNDS

Development Name: \_\_\_\_\_

Developer's Name: \_\_\_\_\_

### Construction and Bridge Financing

Name of Lender or Investor	Amount	Interest Rate	Term
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
<b>TOTAL</b>	<b>\$ _____</b>		

### Permanent Financing

Name of Lender or Investor	Amount	Annual Debt Service	Interest Rate	Loan Term.	Amort. Period
_____	\$ _____	\$ _____	_____	_____	_____
_____	\$ _____	\$ _____	_____	_____	_____
_____	\$ _____	\$ _____	_____	_____	_____
_____	\$ _____	\$ _____	_____	_____	_____
Fulton HOME Program	\$ _____	\$ _____	_____	_____	_____
DCA HOME Program	\$ _____	\$ _____	_____	_____	_____
State Housing Trust Fund	\$ _____	\$ _____	_____	_____	_____
Low-Income Housing Credit Proceeds	\$ _____				
Historic Rehab Tax Credit Proceeds	\$ _____				
Owner's Cash Equity	\$ _____				
<b>TOTALS</b>	<b>\$ _____</b>				

**Complete the Sources List first, then enter the total amount for each cost item as Total Projected Cost, then identify the specific source or sources to be used to pay for that particular item in the budget. Enter the amounts to be paid from each source in the source columns:**

Sources List:	Identify Source	\$Available	Debt or Equity	Identify Source	\$Available	Debt or Equity
<b>A</b>				<b>D</b>		
<b>B</b>				<b>E</b>		
<b>C</b>				<b>F</b>		

	Total Projected Cost	Source A	Source B	Source C	Source D	Source E	Source F
<b>TO PURCHASE LAND &amp; BUILDINGS</b>							
Land							
Existing Buildings							
Building Demolition							
Other:							
<b>SUBTOTAL</b>							
<b>FOR SITE WORK</b>							
Site Work							
Off-site Improvements							
Other:							
<b>SUBTOTAL</b>							
<b>FOR REHABILITATION &amp; CONSTRUCTION</b>							
New Construction							
Rehabilitation							
Accessory Buildings							
General Requirements							
Builder/Contractor Overhead							
Builder/Contractor Profit							
Site Security							

**SOURCES AND USES OF FUNDS**

	Total Projected Cost	Source A	Source B	Source C	Source D	Source E	Source F
<b>FOR REHABILITATION &amp; CONSTRUCTION (CONTINUED)</b>							
Other:							
<b>SUBTOTAL</b>							
<b>FOR CONTINGENCY</b>							
Construction Contingency							
Other:							
<b>SUBTOTAL</b>							
<b>FOR PROFESSIONAL SERVICES</b>							
Architects - Design							
Architects - Supervision							
Real Estate Attorney							
Consultant/Processing Agent							
Engineers							
Other:							
<b>SUBTOTAL</b>							
<b>FOR INTERIM COSTS</b>							
Construction Insurance							
Construction Interest							
Construction Loan Fees							
Construction Loan Credit Enhancement							
Construction Real Estate Taxes							
Other:							
<b>SUBTOTAL</b>							

**SOURCES AND USES OF FUNDS**

	<b>Total Projected Cost</b>	<b>Source A</b>	<b>Source B</b>	<b>Source C</b>	<b>Source D</b>	<b>Source E</b>	<b>Source F</b>
<b>FOR FINANCING FEES &amp; EXPENSES</b>							
Credit Reports							
Permanent Loan Fees							
Permanent Loan Credit Enhancement							
Bond Cost of Issuance							
Bond Underwriter's Discount							
Bond Premium							
Negative Arbitrage							
Title and Recording							
Counsel's Fee							
Prepaid Mortgage Insurance							
Other:							
<b>SUBTOTAL</b>							
<b>FOR SOFT COSTS</b>							
Property Appraisals							
Market Studies							
Environmental Reports							
Tax Credit Fees							
Tax Credit Monitoring Fees							
Relocation Cost							
Initial Marketing & Rent-Up Costs							
Resident Initiative Fund							
Bond Monitoring Fees							
Other:							

	Total Projected Cost	Source A	Source B	Source C	Source D	Source E	Source F
<b>FOR SOFT COSTS (CONTINUED)</b>							
<b>SUBTOTAL</b>							
<b>FOR SYNDICATION COSTS</b>							
Organizational (Partnership)							
Bridge Loan Fees and Expenses							
Tax Opinion							
Other:							
<b>SUBTOTAL</b>							
<b>FOR DEVELOPER'S FEES</b>							
Developer's Overhead							
Developer's Fees							
Consultants							
Other:							
<b>SUBTOTAL</b>							
<b>FOR RESERVES</b>							
Working Capital/Rent-Up							
Operating							
Escrows							
Other:							
<b>SUBTOTAL</b>							
<b>TOTAL DEVELOPMENT COSTS</b>							

**FIFTEEN YEAR AFTER-TAX INCOME PROJECTIONS**

Development Name: \_\_\_\_\_

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Total Potential Rent Income</b>								
ADD: Other Income								
<b>Gross Potential Income</b>								
LESS: Vacancy Allowance								
<b>Effective Income</b>								
LESS: Operating Expenses								
Replacement Reserves								
<b>Net Operating Income</b>								
LESS: Debt Service 1 <sup>st</sup>								
Debt Service 2 <sup>nd</sup>								
Debt Service 3 <sup>rd</sup>								
<b>Cash Flow</b>								
Less: Depreciation								
Amortization (Org Exp)								
Amortization (Fin Exp)								
ADD: Loan Principal Repaid								
Replacement Reserves								
Earnings Before Taxes								
LESS: Income Taxes @ _____%								
Cash Flow After Taxes								
ADD: Tax Credits								
<b>Total After-Tax Benefits</b>								

# FIFTEEN YEAR AFTER-TAX INCOME PROJECTIONS

Development Name: \_\_\_\_\_

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Total Potential Rent Income</b>							
ADD: Other Income							
<b>Gross Potential Income</b>							
LESS: Vacancy Allowance							
<b>Effective Income</b>							
LESS: Operating Expenses							
Replacement Reserves							
<b>Net Operating Income</b>							
LESS: Debt Service 1 <sup>st</sup>							
Debt Service 2 <sup>nd</sup>							
Debt Service 3 <sup>rd</sup>							
<b>Cash Flow</b>							
Less: Depreciation							
Amortization (Org Exp)							
Amortization (Fin Exp)							
ADD: Loan Principal Repaid							
Replacement Reserves							
Earnings Before Taxes							
LESS: Income Taxes @ _____%							
Cash Flow After Taxes							
ADD: Tax Credits							
Total After-Tax Benefits							

## MANAGEMENT AGENT QUESTIONNAIRE

Development Name: \_\_\_\_\_

Name of Management Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Principal contact: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

Address of Principal Office: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

General Territory Served: \_\_\_\_\_

Firm ' s Legal Form (/ one):  Proprietorship  Partnership  Corporation  
 Other: \_\_\_\_\_

Is this firm a subsidiary or affiliate of another firm:  Yes  No

If yes, please provide name, address and relationship with this firm:

Describe any business activities, other than real estate, engaged in by your firm or its parent. If none, state **NONE**.

How long has this firm been managing residential rental properties? \_\_\_\_\_ years

Does your firm provide the following services in addition to property management?

Real estate sales or brokerage	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mortgage banking or brokerage	<input type="checkbox"/> Yes <input type="checkbox"/> No
Real estate development	<input type="checkbox"/> Yes <input type="checkbox"/> No
Real estate appraisals	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance sales or brokerage	<input type="checkbox"/> Yes <input type="checkbox"/> No
Market studies	<input type="checkbox"/> Yes <input type="checkbox"/> No

## APPLICATION MANAGEMENT AGENT QUESTIONNAIRE

Complete the following table with information concerning employees working at your Principal Office:

Full Administrative Time	Part Time	Job Title	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please complete the following table related to employees throughout your organization:

	Current	2 Yrs. Ago
Total number of full-time and part-time employees	_____	_____
Number of executive-level managers	_____	_____
Number of executive-level managers responsible for property management	_____	_____
Number of clerical, accounting, and bookkeeping employees	_____	_____
Number of maintenance employees	_____	_____
Number of site management employees	_____	_____

Total number of rental units currently managed by your firm: \_\_\_\_\_

Total number of low and very low income units currently managed by your firm: \_\_\_\_\_

Has a housing development gone into default while under your management?      \_\_\_ Yes      \_\_\_ No

If yes, identify the development and describe the cause of the default.

**APPLICATION  
MANAGEMENT AGENT QUESTIONNAIRE**

Has your firm ever been party to a FHA 2530 proceeding?  Yes  No

If yes, identify the project and outline the details of the proceeding.

List any professional property management organizations of which your firm is a member:

List any property management certifications held by your employees, and the number of employees holding each certification:

Has any principal of your firm been involved in a personal or business bankruptcy within the last seven years?

Yes  No

If yes, identify the principal and describe the circumstances:

Does your firm carry fidelity bond coverage for your employees?  Yes  No

If yes what is the amount of insurance coverage carried? \$ \_\_\_\_\_

Has your firm or any of your employees ever been turned down for bonding?  Yes  No

Has your firm or any of your employees ever been accused of a Federal fair housing violation?

Yes  No

If yes, please provide details and disposition:

**APPLICATION  
MANAGEMENT AGENT QUESTIONNAIRE**

Have any of your firm's property management contracts been terminated before their expiration within the last five years?

\_\_\_ Yes \_\_\_ No

If yes, provide development name and address:

In the last five years, have any of your firm's expiring property management contracts not been renewed?

\_\_\_ Yes \_\_\_ No

If yes, provide development name and address:

Please submit the following supporting documents with this questionnaire:

- X Resumes of all principals and executive-level employees
- X Job Description for Property Manager Supervisor or equivalent
- X Job Description for Site Property Manager position or equivalent
- X Development Information Summary for all low income properties managed

The undersigned owner/officer hereby certifies that the information contained in this document and all attachments is true, correct, and complete, to the best of his/her knowledge.

Date: \_\_\_\_\_

\_\_\_\_\_ Name of Firm

By: \_\_\_\_\_  
Authorized Signature

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

**APPLICATION  
DEVELOPMENT INFORMATION SUMMARY**

Proposed Development Name: \_\_\_\_\_

Name of Management Firm: \_\_\_\_\_

Complete and submit a copy of this form for each low income housing development managed by your firm for at least two years.

Name of low income development: \_\_\_\_\_

Address of development site: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Term of your management contract: Starting on \_\_\_\_\_ Expiring on \_\_\_\_\_

Staffing: How many on-site management employees? \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time

How many on-site maintenance employees: \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time

Name of current site manager: \_\_\_\_\_

Site Office Phone: (\_\_\_\_\_)\_\_\_\_\_

Approximate age of buildings: \_\_\_\_\_ years Year of last major renovation: \_\_\_\_\_

Total number of residential units: \_\_\_\_\_ Number of low income units: \_\_\_\_\_

Annual operating expense budget per unit excluding replacement reserve payment: \$\_\_\_\_\_

Annual replacement reserve payment per unit: \$\_\_\_\_\_

Primary source of ownership financing, if known: \_\_\_\_\_

Name of Ownership Entity \_\_\_\_\_

Owner's Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Development Name:

Developer's Name:

• **General Information**

Name of Nonprofit:

Mailing Address:

City: \_\_\_\_\_ State \_\_\_\_\_ Zip:

Date of Incorporation: \_\_\_\_\_ State of Incorporation:

Type of tax exemption determination:  IRC §501(c)(3)  IRC §501(c)(4)  
 IRC §905  Other:

Date of most recent IRS tax exemption determination letter:

Anticipated future life for the Nonprofit: \_\_\_\_\_ years

List the purposes of the Nonprofit as specified in its Articles of Incorporation:

**Nonprofit's Development Role**

Will the Nonprofit own a continuing and/or controlling interest in the development (directly or indirectly) throughout the required compliance or affordability period?  Yes  No

If yes, describe in detail the Nonprofit's ownership interests (attach a separate sheet, if necessary):

Note: To have a controlling interest in the ownership entity, the nonprofit organization must serve as the sole general partner, the managing partner, or majority owner. Nonprofit organizations affiliated with for-profit entities will also be reviewed for compliance with section 42(h)(5)(c)(11).

Identify the role or roles that the Nonprofit will undertake in this development ( all that apply):

Developer

Owner

Manager

If the Nonprofit is to participate as Developer, describe its specific development responsibilities with regard to the construction or rehabilitation of the site and buildings:

If the Nonprofit is to participate as Manager, describe its specific responsibilities with regard to the day to day operations of the development:

#### Relationships with For-Profit Entities

Has any For-Profit organization or individual appointed any director to the governing board of the Non-profit?  Yes  No

If yes, describe in detail the individuals or entities involved and the reasons for this relationship:

Does any For-Profit organization or individual have a continuing right to appoint a director?

Yes  No

If yes, describe in detail the individuals or entities involved and the reasons for this relationship:

- **Relationships with For-Profit Entities (continued)**

Does any For-Profit organization or individual have any other affiliation, required or exclusive contractual arrangement, or other significant involvement with the Nonprofit?

Yes  No

If yes, describe in detail the individuals or entities involved and the specifics of the relationship:

- **Summary of Activities and Affiliations**

Briefly describe the current programmatic activities of the Nonprofit:

Briefly describe any planned changes to the programmatic activities of the Nonprofit:

Is the Nonprofit affiliated with any other nonprofit organization through a subsidiary relationship, shared staff, common directors, or other form of affiliation?  Yes  No

If yes, identify the nonprofit involved and describe the form and purpose of the affiliation:

Number of Nonprofit's full-time paid staff members:

Number of full-time paid staff members of affiliated nonprofit organization:

Number of volunteer staff of the Nonprofit:

Number of volunteer staff of affiliated nonprofit organization:

- **Summary of Activities and Affiliations (continued)**

Describe all types of fund-raising activities engaged in by Nonprofit, with average percentages of total revenue received from each type:

Disclose any funding received by the Nonprofit from any individual or other entity directly or indirectly related to the proposed Owner of the development (if none, state “None”):

Describe the formal process adopted by the governing board of the Nonprofit to solicit input from low income persons prior to making decisions regarding the design, location, development, and management of affordable housing developments:

Disclose any business or personal relationships that exist, directly or indirectly, between any of the staff, directors or other principals involved in the formation or operation of the Nonprofit, and any persons or entities proposed to be involved in the development on a for-profit or fee basis:

#### Attachments Required

Attach copies of the following documents to this form:

- Articles of Incorporation for Nonprofit and any affiliated nonprofits
- By -Laws of the Nonprofit and any affiliated nonprofits
- IRS Tax-Exempt Determination letter for Nonprofit and any affiliated nonprofits
- Evidence of board approval of formal low income community input process





## HOME INCOME CERTIFICATION

As a condition to the Owner's participation in the HOME Program all tenants must meet certain income guidelines set forth by the Fulton County Housing and Community Development Department.

1. Rental Unit applied for:

2. The Landlord of the above property has accepted a Rental Application from:

Name of Head of Household: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Current Phone Number: \_\_\_\_\_

3. The only other occupants of the rental unit will be the following:

Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Sources of Income	Annual Income

Note: "Income" includes, but is not limited to, all wages, Social Security payments, pension payments, income from assets, disability or death benefits, unemployment and disability compensation, worker's compensation, severance pay, alimony, child support payments, and other compensation for personal services.

4. The total estimated annual income of the occupants is \$ \_\_\_\_\_ .





**HOME INCOME CERTIFICATION**

5. I, \_\_\_\_\_, the Landlord (or designated appointed) of the Rental Property known as \_\_\_\_\_ certify that I have verified the income(s) of the prospective tenant(s) named above to the best of my ability. I certify that the statements above are true and complete to the best of my knowledge and belief, and I understand that they are given under penalty of law.

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

6. I, \_\_\_\_\_, The prospective tenant of the rental property known as \_\_\_\_\_ certify that I have supplied the Landlord of the above property with full and accurate information regarding the income(s) of each person set forth in Section 3 of this Document. I certify that the statements above are true and correct to the best of my knowledge and belief, and I understand that they are given under penalty of law. The undersigned authorizes the Landlord to provide this form and the information contained herein to the Fulton Housing and Community Development Department, its Agents, and the U.S. Department of Housing and Urban Development.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

WARNING: Under 18 U.S.C. 1001, whoever willingly makes or uses a document or writing he/she knows has any false or fraudulent statement or entry, in any matter under the jurisdiction of any department or agency of the United States, may be fined up to \$10,000 or imprisoned up to 5 years, or both.

**HOUSING AND COMMUNITY DEVELOPMENT USE ONLY**

The Above Tenant(s) qualify as:

- \_\_\_\_\_ Very Low Income
- \_\_\_\_\_ Lower Income
- \_\_\_\_\_ Over Income Limit

... according to current Section 8 Income Limits.

\_\_\_\_\_  
Checked By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDICES

Appendix A	Current Approved Fulton County Utility Allowance
Appendix B	Tenant Selection Policies & Criteria
Appendix C	Prohibited Lease Provisions
Appendix D	The Section 3 Clause
Appendix E	MBE/WBE Reporting
Appendix F	HOME Regulations (may be downloaded at <a href="http://www.hud.gov/cpd/home/part92.pdf">http://www.hud.gov/cpd/home/part92.pdf</a> )
Appendix G	Affirmative Fair Housing Marketing Plan – Form HUD-935.2 (may be completed on line and downloaded at: <a href="http://www.hudclips.org">www.hudclips.org</a> )

Appendix A

Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
<b>Allowances for Tenant Furnished Utilities and other Services</b>		<b>U.S. Department of Housing and Urban Development</b>				<b>OMB Approval No. 2577-0169</b>		
<b>Office of Public and Indian Housing</b>								
Locality: <b>Housing Authority of Fulton County</b>		Unit Type: <b>Mid-Rise and High- Rise (3 or more stories)</b>			Date (10/01/2008)			
Heating		a. Natural Gas	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00	\$13.00
		b. Bottle Gas						
		c. Electric	\$7.00	\$10.00	\$12.00	\$15.00	\$18.00	\$21.00
		d. Oil / Other						
Cooking		a. Natural Gas	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
		b. Bottle Gas						
		c. Electric	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00
		d. Coal / Other						
Other Electric			\$13.00	\$19.00	\$25.00	\$31.00	\$38.00	\$52.00
Air Conditioning			\$3.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00
Water Heating		a. Natural Gas	\$6.00	\$10.00	\$13.00	\$16.00	\$20.00	\$23.00
		b. Bottle Gas						
		c. Electric	\$8.00	\$13.00	\$17.00	\$22.00	\$26.00	\$31.00
		d. Oil / Other						
Water			\$14.00	\$21.00	\$29.00	\$36.00	\$44.00	\$52.00
Sewer			\$33.00	\$51.00	\$69.00	\$88.00	\$106.00	\$125.00
Trash Collection			N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave			\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Refrigerator			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Other--specify:			\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
			\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Heating Electric with Heat Pump			\$3.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00

<b>Allowances for Tenant Furnished Utilities and other Services</b>			<b>U.S. Department of Housing and Urban Development</b> Office of Public and Indian Housing				OMB Approval No. 2577-0169	
Locality: <b>Housing Authority of Fulton County</b>			Unit Type: <b>Townhouse and Multi-Family Walkup (1 or 2 Story)</b>				Date (10/01/2008)	
Utility or Service			Monthly Dollar Allowances					
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a.	Natural Gas	\$16.00	\$21.00	\$25.00	\$30.00	\$34.00	\$39.00
	b.	Bottle Gas						
	c.	Electric	\$10.00	\$13.00	\$16.00	\$20.00	\$23.00	\$27.00
	d.	Oil / Other						
Cooking	a.	Natural Gas	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
	b.	Bottle Gas						
	c.	Electric	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00
	d.	Coal / Other						
Other Electric			\$13.00	\$21.00	\$29.00	\$39.00	\$47.00	\$55.00
Air Conditioning			\$2.00	\$5.00	\$10.00	\$14.00	\$19.00	\$24.00
Water Heating	a.	Natural Gas	\$6.00	\$10.00	\$13.00	\$16.00	\$20.00	\$23.00
	b.	Bottle Gas						
	c.	Electric	\$8.00	\$13.00	\$17.00	\$22.00	\$26.00	\$31.00
	d.	Oil / Other						
Water			\$23.00	\$31.00	\$38.00	\$46.00	\$53.00	\$61.00
Sewer			\$33.00	\$51.00	\$69.00	\$88.00	\$106.00	\$125.00
Trash Collection			N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave			\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Refrigerator			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Other--specify:			\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
			\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Heating Electric with Heat Pump			\$5.00	\$7.00	\$9.00	\$11.00	\$12.00	\$14.00

## **Appendix B**

Tenant Selection – An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very low-income and low-income families,
2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease,
3. Give reasonable consideration to the housing needs of families that would have a preference under 960.211 (Federal selection preferences for admission to Public Housing) of this title;  
and
4. Provide for:
  - a. The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
  - b. The prompt written notification to any rejected applicant of the grounds for any rejection; and
  - c. The willingness to accept persons with Sections 8 certificates or housing vouchers.

*APPENDIX C*

**PROHIBITED LEASE PROVISIONS**

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or to a judgement in favor of the owner in a lawsuit brought in connection with the lease.
- **Treatment of Property.** Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law.
- **Excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.
- **Waiver of Notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.
- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.
- **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease.
- **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

**NOTE:** The Section 8 Program has a lease addendum, which is used to exclude these provisions from owner's standard leases. Note, however, that the lease addendum does not yet use the "plain English" descriptions of these prohibitions.

## APPENDIX D

### THE SECTION 3 CLAUSE

#### 24 CFR 135

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  
- B. The parties to this contract agree to comply with HUD's regulation in 24 CFR part 135, which implements sections 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractors where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 79b).

I have read the above information and am fully aware of its contents.

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Contract Codes  
-Contractor  
-Subcontractor

Racial/Ethnic Codes;  
1= White American  
2= Black American  
3= Native American  
4= Hispanic American  
5= Asian Pacific American  
6= Hasidic Jews (For Part II only)

Program Codes:  
1= Flexible Subsidy  
2= Section 202/811  
3= Public/Indian Housing Development  
4= Homeless Assistance  
5= HOME

6= HOME – State  
Administered  
7 = CDBG – Entitlement  
8 = CDBG – State  
Administered  
9 = Other CD Programs  
10= Other Housing  
Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project.

\$ \_\_\_\_\_

B. Total dollar amount of contracts awarded to Section 3 businesses

\$ \_\_\_\_\_

C. Percentage of the total dollar amount that was awarded to Section 3 businesses

\_\_\_\_\_  
D. Total number of Section 3 businesses receiving contract

E. Enter the number of Section 3 businesses receiving contract by Racial/Ethnic code(s)(see page 1 for codes)

1  2  3  4  5  6

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity

B. Total dollar amount of non-construction contracts awarded to Section 3 businesses

C. Percentage of the Total dollar amount that was awarded to Section 3 businesses

D. Total number of Section 3 businesses receiving non-construction contracts

E. Enter the number of Section 3 businesses receiving non-construction contracts by Racial/Ethnic code(s) (see page 1 for codes)

1  2  3  4  5  6

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Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing (Check all that apply.)

\_\_\_\_\_ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods

\_\_\_\_\_ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents

\_\_\_\_\_ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

\_\_\_\_\_ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

\_\_\_\_\_ Other; describe below.

**Appendix E**

## MBE/WBE Reporting

This form is intended to collect financial information as to the values of all contracts associated with Fulton County HOME –assisted multifamily projects. It must be turned in at the time of the final draw request and reviewed and approved by Fulton County prior to the processing of this request and final payment.

Project Name And Address:	Construction Period: Contract execution date:      Date of Final Draw request:
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### **Part I General Information**

General Contractor Name:			
3. Name of Person completing this report		4. Phone Number (Include Area Code)	
5. Address	6. City	7. State	8. Zip Code

### **Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)**

In the table below, indicate the number, dollar value, and gender and demographic statistics for all contracts associated with your project.

	a. Total	b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
A. Contracts						
1. Number						
2. Dollar Amount						
B. Sub-Contracts						
1. Number						
2. Dollar Amount						
	a. Total	b. Women Business Enterprise (WBE)	c. Male			
C. Contracts						
1. Number						
2. Dollar Amount						
D. Sub-contracts						
1. Number						
2. Dollar Amounts						