



**Federally Funded**

## **Request for Proposals**

RFP Item #25-273

**Property Management Services**

*For*

Augusta, Georgia – Augusta Housing and Community Development Department

**RFP Due: Monday, October 13, 2025 @ 11:00 a.m.**

**Until further notice**

**All bid openings, conferences, and evaluation meetings  
will be conducted by electronic teleconferencing via ZOOM.  
Instructions are enclosed.**

***Sec. 1-10-50. Sealed bids selection method:***

***Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.***

***To Ensure Timely Deliveries; It Is The Responsibility Of Th Vendor To Ensure Their Bid Submittal I Received By The Time Specified Above. All Submittals MUST Be Received During Our Normal Office Hours From 8:30 A.M. To 5:00 P.M., Monday Through Friday.***

***One Original and One Electronic Version of RFP on a USB Drive of RFP shall be submitted***

***Thanks for doing business with us . . .***  
*Andy Penick, Procurement Director*  
*535 Telfair Street, Room 605*  
*Augusta, Georgia 30901*



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# Request for Proposal

Request for Proposals will be received at this office until **Monday, October 13, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **811 1266 4437**; Passcode: **25273** for furnishing:

**RFP Item #25-273 Property Management Services for Augusta, GA – Augusta Housing and Community Development Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

**Andy Penick, Procurement Director**  
**Augusta Procurement Department**  
**535 Telfair Street - Room 605**  
**Augusta, Georgia 30901**

RFP documents may be obtained through the Augusta Georgia web site under the Procurement Department AR**Cbid, Euna OpenBids, or Georgia Procurement Registry**. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**All questions must be submitted in writing by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Monday, October 6, 2025 @ 5:00 P.M. No RFP will be accepted by email; all proposals must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful bidder(s).

**Request for proposals (RFP) and specifications.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. **All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.**

Bidders are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Submit correspondence via mail or email as follows:**

**Augusta Procurement Department**  
**Attn: Andy Penick, Procurement Director**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

Andy Penick, Procurement Director

Publish:

Augusta Chronicle            September 26, 2025 and October 2, 2025  
Metro Courier                September 25, 2025

cc:     Tameka Allen                    Administrator  
         Charles Jackson                Housing and Community Development  
         Sonya Johnson                    Housing and Community Development

Revised: 9/2/2025

**PROCUREMENT DEPARTMENT**  
**ELECTRONIC ZOOM INFORMATION**

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

**ELECTRONIC RFP INSTRUCTIONS**

***RFP Opening - RFP Item #25-273 Property Management Services  
For Augusta, GA - Augusta Housing and Community Development Department***

***Monday, October 13, 2025 @ 11:00 a.m.***

**ZOOM RFP Opening:**

1. Go to <https://zoom.us/join> and enter meeting ID: **811 1266 4437**
2. Passcode: **25273**
3. Teleconference: Telephone number: **646 876 9923**

**For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422**

Revised 9/05/2025

## INSTRUCTIONS TO SUBMIT

### INSTRUCTIONS TO SUBMIT

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.

1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**

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

1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.

1.5 **All protest shall be made in writing to:**

**Attn: Andy Penick**  
**Procurement Director**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Email:**  
[procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

1.6 **Minority/Women Business Enterprise (MWBE) Policy: Court Order Enjoining**

***Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)***

***Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011, Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.***

***A copy of this Order can be reviewed at [www.augustaga.gov](http://www.augustaga.gov) home page.***

1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

**General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

**Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.

1.8 **Terms of Contract:** (Check where applicable)  
 (A) Annual Contract  
 (B) One time Purchase.  
 (C) Other

Revised 08/04/2025



**NOTICE TO ALL BIDDERS**

**ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS**

**PLEASE READ CAREFULLY:**

**Attachment B is a consolidated document consisting of:**

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

**The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)**

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

**WARNING:** Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

**Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.**

**Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.**



**Attachment B**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

**ATTN: Procurement Director**

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Do You Have A Business License?** Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Augusta, GA Business License # for your Company (Must Provide):** \_\_\_\_\_

**And/or Your State/Local Business License # for your Company (Must Provide):** \_\_\_\_\_

**Utility Contractors License # (Must Provide if applicable):** \_\_\_\_\_ **MUST BE LISTED ON FRONT OF ENVELOPE**

**General Contractor License # (Must Provide if applicable):** \_\_\_\_\_

**Additional Specialty License # (Must Provide if applicable):** \_\_\_\_\_

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

**List the State, City & County that issued your license:** \_\_\_\_\_

**Acknowledgement of Addenda:** (#1) \_\_\_\_: (#2) \_\_\_\_: (#3) \_\_\_\_: (#4) \_\_\_\_: (#5) \_\_\_\_: (#6) \_\_\_\_: (#7) \_\_\_\_: (#8) \_\_\_\_:

**NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE**

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights 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.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

**Conflict of Interest**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

**Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.**

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

**Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

**Date of Authorization**

**\*\* (E-Verify Number)** \_\_\_\_\_

\_\_\_\_\_

**Name of Contractor**

**Name of Project / Bid Number**

**AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT**

**Name of Public Employer**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
**Signature of Authorized Officer or Agent**

\_\_\_\_\_  
**Printed Name and Title of Authorized Officer or Agent**

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**My Commission Expires:**

**NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**



**You Must Complete and Return with Your Submittal. Document Must Be Notarized**

**Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for an Augusta, Georgia contract for

\_\_\_\_\_ *[RFP Project Number and Project Name]*

\_\_\_\_\_ *[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

\_\_\_\_\_ *[Print/Type: Name of business, corporation, partnership, or other private entity]*

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

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

**OR**

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

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\*Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

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

**NOTARY SEAL**

**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

REV. 2/17/2016



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with \_\_\_\_\_ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor \_\_\_\_\_ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
• Additional trade secret information requested to be withheld
• Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

\_\_\_\_\_  
[Signatory Name in Print]

\_\_\_\_\_  
[Signatory's Title] [Company Name]

\_\_\_\_\_  
[Signatory's Title]

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

SUBSCRIBED AND SWORN BEFORE
ME ON THIS \_\_\_\_\_ DAY OF
\_\_\_\_\_, 202\_.

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

\_\_\_\_\_  
NOTARY PUBLIC

Return form only if applicable. If form is not returned with your submittal, it will be deemed there are no trade secrets in your package submittal.

**Minority and Women Owned Business Enterprise Program Ordinance Requirements**

**Notice To All Bidders (PLEASE READ CAREFULLY)**

**Shall apply to ALL Bids regardless of the dollar amount**

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA, CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

**SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000**

**Minority and Women Owned Business Enterprise Program (Continued)**

**Sec. 1-10-138. Race and Gender-Conscious Efforts**

**Contract-by-Contract Subcontractor Goals** The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

**Good Faith Efforts (GFE) Requirements and Guidance**

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

**Bid Documents**

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

**Failure to submit the above documentation shall result in the bid being declared non-responsive.**

**Sec. 1-10-154. Exceptions**

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

**NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bud number**

**For questions and or additional information, please contact:**

Minority-Owned and Women-Owned Business Enterprise Program

535 Telfair Street, Suite 530

Augusta, Georgia 30901

(706) 821-2406

[mwbe@augustaga.gov](mailto:mwbe@augustaga.gov)

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

REV. 9/6/24

## SECTION I INTRODUCTION

Augusta, Georgia (hereinafter referred to as the Owner) intends to select a qualified firm, or firms, to provide property management services for Augusta Housing and Community Development Department (**AHCD**). The Request for Proposals (RFP) is therefore presented as a comprehensive invitation to participate, and specifies the needed experience, capacity, and skills applicable to manage property in various areas of Augusta, Georgia to the standards and expectations as outlined by AHCD. Your submittal should respond to, and be based on, the information included in this Request for Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Monday, October 13, 2025 @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 25-273 Property Management Services**. **No RFP will be accepted by email; all proposals must be received by mail or hand delivered.** **Vendors are required to submit one (1) marked unbound original and One Electronic Version of RFP on a USB Drive.**

**RFP opening will be via ZOOM - Meeting ID: 811 1206 4437 and Password: 25273**

The RFP shall be addressed and delivered accordingly to:

Andy Penick, Procurement Director  
Procurement Department  
535 Telfair Street, Room 605  
Augusta, Georgia 30901

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

All vendors responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. **All questions must be submitted in writing by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Monday, October 6, 2025 @ 5:00.** No RFP will be accepted by email; all proposals must be received by mail or hand delivered. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. For a proposal to be considered it must remain valid for at least 90 days from the time that the Owner receives it. The information contained in this RFP defines and describes the services requested.

**The proposal shall be no more than forty (40) pages in length**, excluding cover letter, required forms, tabs, and appendices. **All documents will be typewritten on standard 8 x 11 white paper.** Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta Commission for their consideration and final approval.

**No RFP may be withdrawn for a period of 90 days after RFPs have been opened**, pending the execution of contract with the successful bidder(s).

**NOTE:** Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

## SECTION II BACKGROUND:

The Neighborhood Stabilization Program (NSP), Community Development Block Grant (CDBG), Laney Walker Bethlehem Bond (LWB), Housing Of Person With Aids (HOPWA), and the HOME Investment Partnership (HOME) Program provides state and local governments with sources of funding to help them respond to rising foreclosures, declining property values and the construction. AHCD used the funding to acquire and redevelop properties that were abandonment and blight. The grant allocations from the U.S. Department of Housing and Urban Development (HUD) received by Augusta have been targeted to assist in providing decent, safe and affordable housing units to the citizens of Augusta. And it is for the full management of property and assets that this RFP is distributed. AHCD also utilized funding to acquire and construct rental property for low to moderate income families and households who are at 80% and below Area Median Income (AMI).

**The term of the contract will be for a 1 year term with an option to renew upon mutually agreeable terms for four (4) additional one (1) year terms.** Successful bidder agrees that all fees must remain firm and guaranteed during the award period. **The Compliance With Federal Laws and Executive Order clauses are attached as Exhibit II. The draft contract is attached as Exhibit III.**

## SECTION III SCOPE OF SERVICES:

The Property Manager will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the properties acquired as a part of the Augusta, GA (HCD) project. The Property Manager must have a least two years of work experience and knowledge of the federal programs and guidelines as listed in the request. The Property Manager will be responsible for regularly assessing the conditions of the properties, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. At HCD’s request, the Property Manager (or its subcontractor) shall secure properties, repair asset damage, perform preventive maintenance, and provide design services and build-out of minor site renovations and improvements that may fall outside of normal routine property maintenance. Property management must be able to provide a response time of no more than sixty (60) minutes for emergency or repair calls. For each fiscal year, the procured company will be responsible for the verification of persons requesting application to ensure the total household income does not exceed the 80% AMI limit.

### GEORGIA-STATE INCOME LIMITS

#### Augusta-Richmond County

**Fiscal Year: 2025; Median Family Income: \$88,300**

Household size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
30% (Extremely Low)	\$18,550	\$21,200	\$23,850	\$26,500	\$28,650	\$30,750	\$32,900	\$35,000
50% (Very Low)	\$30,950	\$35,350	\$39,750	\$44,150	\$47,700	\$51,250	\$54,750	\$58,300
60%(Low-Moderate)	\$37,140	\$42,420	\$47,700	\$52,980	\$57,240	\$61,500	\$65,700	\$69,960
80% (Low)	\$49,500	\$56,550	\$63,600	\$70,650	\$76,350	\$82,000	\$87,650	\$93,300

The procured firm will need to demonstrate both its capacity to meet the expectations of Augusta Housing Community Development Department (AHCDD) and its track record of demonstrated skills as outlined in each of the areas noted:

#### **Market the property for rent**

- Prepare home for rent
  - Clean home and optimize interior appeal
  - Manicure landscaping to increase curb appeal
- Field calls from prospects for questions and viewings
- Meet prospective tenants for showings throughout the week and weekend.
- Provide prospective tenants with rental applications that are legally compliant with fair housing laws and federal regulations.
- Collection of applications with application fee (if applicable)

#### **Tenant Screening and Selection**

- Perform a background check to verify identity, income, credit history, rental history, etc.
- Work with HCD to place tenants as recommended
- Grade tenant according to pre-defined tenant criteria
- Inform tenants who were turned down

#### **Tenant Move In**

- Draw up leasing agreement
- Confirm move in date with tenant
- Review lease guidelines with tenant regarding things like rental payment terms and required property maintenance
- Ensure all agreements have been properly executed
- Perform detailed move in inspection with tenant and have tenant sign a report verifying the condition of the property prior to move in.
- Collect first month's rent and security deposit

#### **Rent Collection**

- Receive rent
- Enforce late fees
- Send out late payment notices

#### **Evictions**

- Filing relevant paperwork to initiate and complete an unlawful detainer action
- Representing owner in court
- Coordinating with law enforcement to remove tenant and tenants' possessions from unit
- Clean Unit and make ready for new tenant

#### **Legal**

- Advise in the event of a legal dispute or litigation
- Refer owner to a qualified attorney when necessary
- Understand and abide by the latest local, state and federal legislation that apply to renting and maintaining rental properties

#### **Inspections**

- Perform periodic inspections (Inside and outside) on a predefined schedule looking for repair needs, safety hazards, code violations, lease violations, etc.
- Send owner periodic reports on the condition of the property

## Financial

- Provide accounting property management services
- Make payments on behalf of owner (landscaping, insurance, pest control, etc.)
- Detailed documentation of expenses via invoices and receipts
- Maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.)
- Provide annual reporting prepared for presentation to the property owner, its successors and/or assigns, detailing all financial transactions per unit
- Provide easy to read monthly cash-flow statements which offer a detailed breakdown of income and itemized expenses

## Maintenance, Repairs, and Remodeling

- Provide and oversee an in-house maintenance crew consisting of a network of licensed, bonded and fully insured contractor(s) who have been vetted for good pricing and good work that is up to code as approved through AHCDD
- Notify HCD immediately of any issues requiring urgent attention
- Perform maintenance and preventive maintenance including: removal of trash and debris; cutting grass and shrubbery; moving supplies such as railroad tires and sign; repairing broken gates and fences; graffiti removal; address/repair hazards and liabilities such as exposed metal or sinkholes, removal of non-operable vehicles, etc.
- Provide a monthly activity log that document work completed by Property Manager and outstanding issues that need to be addressed; also include photographs where appropriate or as requested.
- Secure properties, which may include boarding up properties, installing appropriate signage (i.e. "No Trespassing", etc.) and installing fences, gates and/or padlocks;
- Establish a preventative maintenance policy to identify and deal with repair needs
- Assign jobs to different parties (in-house employees, handyman and professional contractors) based on who will do the best job for the best price
- Maintain and monitor a 24 hour emergency repair hot-line with no more than a 60 minute response time

## Tenant Move Out

- Inspect unit and fill out a report on the property's condition when the client moves out
- Provide tenant with a copy as well as estimated damages
- Return the balance of the security deposit to the tenant
- Forward any portion of the owner's portion of the tenant deposit to the owner or hold in owner reserves for repairs.
- Clean unit and perform any needed repairs or upgrades
- Re-key the locks
- Put the property back on the market for rent

## SECTION IV GENERAL EXPECTATIONS

The Property Manager is expected to perform the above scope of work in the following manner. Failure to meet the expectations outlined below may result in a reduction in compensation to Property Manager.

- The Property Manager must assign at least **two (2) Project Managers** to perform the services under this Contract, and at least one Project Manager being **available 24 hours per day/365 days** per year in the event an emergency arises.
- **The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;**

- **HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;**
- When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Management and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;
- The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Contract;
- The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;
- The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- Environmentally sustainable practices should be utilized whenever practical;
- As part of the continuation of requirements set forth by the federal programs, HCD is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- No later than **24-hours after completion of any repairs**, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- **Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.**
- Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. **If the Property Manager has a limit on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP)**

## SECTION V OWNERSHIP OF DATA

**OWNERSHIP OF DATA:** The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of the Augusta, Georgia

## SECTION VI RESPONSE CONTENTS

An official authorized to bind the offeror must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the firm. Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.

Other evaluation criteria, as outlined, should be addressed, and the firm's abilities and compliance provided.

In addition to the Procurement Documents and the Submission form, firms shall include **not more than forty (40) pages** of text, graphics, and photographs in which the firm shall describe the proposed work as interpreted from the Scope of Services. **ONE (1) ORIGINAL AND ONE (1) COPY ON THUMB DRIVE of your proposal packet is required specifically stating your interest and any other specific information or statements called for in the enclosed Request for Proposal. Thumb drive is to include two (2) separate files - the RFP submittal and the fee proposal.**

**Requirement:** The Augusta Housing and Community Development Department will require the professional services of a non- or for-profit company to perform the referenced responsibilities. Firms shall outline the scope of work, elements, and tasks therein and the means of execution. Firms should focus on the scope of this project as described in this RFP and address their qualifications relative to this specific scope of work. Your response should follow the general format below. The materials submitted should be organized and in a manner which clearly identifies the company's proposed approach to the project.

### SECTION CONTENTS

#### 1. PROCUREMENT DOCUMENTS:

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.

#### 2. QUALIFICATIONS AND PRIOR EXPERIENCE:

**Contact Information** - Name, address, and phone number of the firm.

**Form of Organization** - If the firm is a partnership, corporation, or sole proprietorship, where it is organized, and the names of principals, officers, and directors of the firm.

**Key personnel** - Names of key personnel, their respective titles, experience, and periods of service with the firm.

**Executive Summary** - Summary of company experience, and the experience of the team assembled for project. The summary should highlight similar projects undertaken and supporting correspondence of the company's unique qualifications to complete the project.

**Project list.** List of projects managed by the firm, or individual, similar to the type outlined in this RFP.

**Prior Experience** is relevant only as it contributes to the company's ability to realize the goals of the AHCCD. Information about Prior Experience activities must be clear as to the role of the team lead, information on cost, financing, schedule, and outcome must be provided.

Provide information about other urban development projects in which the company has been involved. For any development identified, provide, at a minimum, the following information:

- o Name, location, year constructed, and photos
- o Description of development by type, size, and relevant physical attributes similar to properties outlined in this RFQ
- o Rental rate range of homes and target market served

### 3. ORGANIZATION AND APPROACH:

**Statement of qualifications.** A narrative or other statement by the firm of its qualifications for the proposed project. Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility. The proposal should state who would perform specialized services that may be needed.

**Detailed Qualification Statement:** Demonstrate your company's knowledge and experience in the rental for residency by tenants in urban neighborhoods, including the use of various programs aimed at enhancing affordability. The Detailed Qualification Statement will be required to present the experience of the company as it applies to undertaking the responsibilities indicated by AHCCD.

**Key personnel.** Names of key personnel, their respective titles, experience, and periods of service with the firm & Resumes – List all individuals the firm proposes to engage in the task along with their professional resume and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

All respondents shall provide a brief history of the staff proposed to participate in this project including staff member's experience, resumes and accomplishments which are relevant to the scope of work stated in this proposal.

If sub-consultants are to be used on the project, list similar information regarding their experience and personnel working on the project as well as a clear definition of their role in the process.

**Project list.** List of projects managed by the firm, or individual, similar to the type outlined in this RFP.

### 4. SCOPE OF WORK:

Provide details on your approach to the specification listed in the **Scope of Services (Section III) and General Expectations (Section IV) to include experience with the following.**

The company must demonstrate that it has the capacity to provide property management services for community housing & development organizations, municipalities, and/or other community development groups in communities similar to the target neighborhoods as identified by AHCCD, but specifically:

- o Uniform Relocation Act - Documentation that evidences an understanding of the Uniform Relocation Action (URA) and its application.
- o Understanding federal/state/local regulations and implementation regarding rental rates, payments, property inspection and maintenance
- o Proficiency of financial and accounting systems as well as documentation and record keeping
- o Adeptness to deliver quality customer service and tenant retention policies
- o The company must be able to demonstrate that it has the necessary resources available (staff, equipment, and supplies) and is ready to implement the proposed activities necessary to properly market and lease those properties developed for the purpose.
- o INDIVIDUAL/DEVELOPER (**IND/DEV**) that partner with non-profit and/or not-for profit organizations, thus demonstrating an accompanying desire to strengthen the community by strengthening the experience of the community's housing organizations, will in turn also receive additional consideration. It will be the responsibility of the **IND/DEV** to connect with and establish the terms and conditions of said partnership with the appropriate non- or not-for profit organization and in so doing must chose said organization based on the desire to offer to that organization the benefit of the **IND/DEV's** experience in property acquisition, development,

marketing and sales. Such partnership should be outlined clearly demonstrating the mutual benefit to both the **IND/DEV** and the non- or not-for profit organization and be considered as a long term partnership offering continued benefit until sale or tenancy of said project or beyond, not just as a means to reinforce the request for qualifications

**5. SCHEDULE OF WORK:**

The company must be able to demonstrate that it has the necessary resources available (staff, equipment, and supplies) and is ready to implement the proposed activities necessary to properly market and lease those properties developed for the purpose.

**Availability** - A brief statement of the availability of key personnel of the firm to undertake the proposed project.

The company must demonstrate that they have the ability to take on additional projects. Therefore, the company should include an assessment of their perceived ability to devote the necessary human resources and management attention to this project. Qualities and indicators to be considered shall include:

- o the number and size of the properties presently being managed by the company and the assigned staff;
- o the status of personnel to be assigned to the projects;
- o the number and type of projects that would be concurrently undertaken by the assigned staff;

**6. REFERENCES:**

List three (3) reference to include the name, address, e-mail, fax and telephone numbers of at least three (3) clients for whom renovation projects similar in size and scope have been performed. Please include current contact information for the references listed.

**7. FINANCIAL STABILITY**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a.) If a public company, include a recap of the most recent audited financial report.
- b.) If a private company, provide a recap of the most recent internal financial statement; and letter, on the financial institution's letterhead, stating financial stability.

**NOTE: Will NOT be disclosed in any part of the RFP. Failure to include the above listed financial stability requirements will affect your scoring on the evaluation sheet.**

**8. FEE PROPOSAL is to be submitted on the fee proposal form (EXHIBIT I). Attach additional sheets as required for any addition details.**

**Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 25-273 Property Management Services.**

## SECTION VII PREPARATION OF PROPOSAL

All proposals should be complete and carefully worded and must convey all information requested by Augusta. **Interested parties should submit ONE (1) ORIGINAL AND ONE (1) COPY ON THUMB DRIVE of your proposal packet is required specifically stating your interest and any other specific information or statements called for in the enclosed Request for Proposal.** Thumb drive is to include two (2) separate files - the RFP submittal and the fee proposal. Firms shall outline the scope of work, elements, and tasks therein and the means of execution. Firms should focus on the scope of this project as described in this RFP and address their qualifications relative to this specific scope of work. The successful proposal will have at a minimum the following features:

- **The proposal shall be no more than forty (40) pages in length, excluding cover letter, required forms, tabs, and appendices. All proposals shall be 8 ½ x 11 format with all standard text fonts no smaller than 12 points.**
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- Each copy of the proposal should be bound in a single volume, including any documentation.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
- **Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-273 - Property Management Services – Fee Proposal**
- **Each proposal will be evaluated using the following criteria of evaluation**

## SECTION VIII INDEMNIFICATION AND INSURANCE

### **INDEMNIFICATION AND INSURANCE:**

The offerer shall carry professional/public liability insurance coverage in the amount of One Million Dollars \$1,000,000 covering itself and all of its employees and agents and shall indemnify and hold harmless Augusta and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract.



## SECTION IX

### CRITERIA FOR EVALUATION:

#### RFP – Evaluation/Scoring Guidelines

##### Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

##### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

**Conflict of Interest Statement (Pass/Fail)**

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

**2. Qualifications & Experience (15 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.

**3. Organization & Approach (15 points)**

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project/service team.
  - ii. Some or all of team members have previously worked together on similar project/service(s).
  - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
  - ii. Team successfully addresses all requirements of this RFP.
  - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
  - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

**4. Scope of Services to be Provided (25 points)**

Provide details on your approach to the specification listed in the **Scope of Services (Section III) and General Expectations (Section IV) to include experience with the following.**

The company must demonstrate that it has the capacity to provide property management services for community housing & development organizations, municipalities, and/or other community development groups in communities similar to the target neighborhoods as identified by AHCDD, but specifically:

- **Uniform Relocation Act** - Documentation that evidences an understanding of the Uniform Relocation Action (URA) and its application.
- Understanding federal/state/local regulations and implementation regarding rental rates, payments, property inspection and maintenance
- Proficiency of financial and accounting systems as well as documentation and record keeping
- Adeptness to deliver quality customer service and tenant retention policies
- The company must be able to demonstrate that it has the necessary resources available (staff, equipment, and supplies) and is ready to implement the proposed activities necessary to properly market and lease those properties developed for the purpose.
- **IND/DEV** that partner with non-profit and/or not-for profit organizations, thus demonstrating an accompanying desire to strengthen the community by strengthening the experience of the community's housing organizations, will in turn also receive additional consideration. It will be the responsibility of the **IND/DEV** to connect with and establish the terms and conditions of said partnership with the appropriate non- or not-for profit organization and in so doing must chose said organization based on the desire to offer to that organization the benefit of the **IND/DEV's** experience in property acquisition, development, marketing and sales. Such partnership should be outlined clearly demonstrating the mutual benefit to both the **IND/DEV** and the non- or not-for profit organization and be considered as a long term partnership offering continued benefit until sale or tenancy of said project or beyond, not just as a means to reinforce the request for qualifications.

**5. Schedule of Work (10 points)**

The company must be able to demonstrate that it has the necessary resources available (staff, equipment, and supplies) and is ready to implement the proposed activities necessary to properly market and lease those properties developed for the purpose.

**Availability** - A brief statement of the availability of key personnel of the firm to undertake the proposed project.

The company must demonstrate that they have the ability to take on additional projects. Therefore, the company should include an assessment of their perceived ability to devote the necessary human resources and management attention to this project. Qualities and indicators to be considered shall include:

- the number and size of the properties presently being managed by the company and the assigned staff;
- the status of personnel to be assigned to the projects;
- the number and type of projects that would be concurrently undertaken by the assigned staff;

**6. Financial Stability (5 points)**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

**NOTE: Will NOT be disclosed in any part of the RFP. Failure to include the above listed financial stability requirements will affect your scoring on the evaluation sheet.**

**7. References (5 points)**

All proposers shall include the name, address, e-mail, fax and telephone numbers of at least three (3) references for whom property management services projects similar in size and scope have been performed.

**8. Presentation by Team (10 points) (Optional)**

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

**9. Q&A Response to Panel Questions (5 points) (Optional)**

Proposer provides responses to various interview panel questions.

**10. Cost/Fee Proposal (10 points – Weighted Value 5) Enclosed in a separate sealed envelope.**

a.	Lowest Fee	10
b.	Second	6
c.	Third	4
d.	Fourth	2
e.	Fifth	1
f.	Fifth	1

Weighted scores for each Proposal will be assigned utilizing the table below:

<b>Phase 1</b>														
<b>No.</b>	<b>Evaluation Criteria</b>	<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating * Weight)</b>										
1	Completeness of Response <ul style="list-style-type: none"> <li>• Package submitted by the deadline</li> <li>• Package is complete (includes requested information as required per this solicitation)</li> <li>• Attachment B is complete, signed and notarized</li> </ul>	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience		15											
3	Organization & Approach		15											
4	Provide details on your approach to the specification listed in the <b>Scope of Services (Section III) and General Expectations (Section IV) to include experience with the following.</b> The company must demonstrate that it has the capacity to provide property management services for community housing & development organizations, municipalities, and/or other community development groups in communities similar to the target neighborhoods as identified by AHCCD, but specifically: <ul style="list-style-type: none"> <li>o <b>Uniform Relocation Act</b> - Documentation that evidences an understanding of the Uniform Relocation Action (URA) and its application.</li> <li>o Understanding federal/state/local regulations and implementation regarding rental rates, payments, property inspection and maintenance</li> <li>o Proficiency of financial and accounting systems as well as documentation and record keeping</li> <li>o Adeptness to deliver quality customer service and tenant retention policies</li> <li>o The company must be able to demonstrate that it has the necessary resources available (staff, equipment, and supplies) and is ready to implement the proposed activities necessary to properly market and lease those properties developed for the purpose.</li> <li>o <b>IND/DEV</b> that partner with non-profit and/or not-for profit organizations, thus demonstrating an accompanying desire to strengthen the community by strengthening the experience of the community's housing organizations, will in turn also receive additional consideration. It will be the responsibility of the <b>IND/DEV</b> to connect with and establish the terms and conditions of said partnership with the appropriate non- or not-for profit organization and in so doing must chose said organization based on the desire to offer to that organization the benefit of the <b>IND/DEV's</b> experience in property acquisition, development, marketing and sales. Such partnership should be outlined clearly demonstrating the mutual benefit to both the <b>IND/DEV</b> and the non- or not-for profit organization and be considered as a long term partnership offering continued benefit until sale or tenancy of said project or beyond, not just as a means to reinforce the request for qualifications.</li> </ul>		25											
5	Schedule of Work		10											
6	Financial Stability		5											
7	References (include specific individuals with addresses and telephone numbers).		5											
<b>Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)</b>		<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating * Weight)</b>										
8	Presentation by Team		10											
9	Q&A Response to Panel Questions		5											
10	<b>Cost/Fee Proposal Consideration</b> <table style="margin-left: 20px;"> <tr> <td>a. Lowest Fee</td> <td>10</td> </tr> <tr> <td>b. Second</td> <td>6</td> </tr> <tr> <td>c. Third</td> <td>4</td> </tr> <tr> <td>d. Fourth</td> <td>2</td> </tr> <tr> <td>e. Fifth</td> <td>1</td> </tr> </table>	a. Lowest Fee	10	b. Second	6	c. Third	4	d. Fourth	2	e. Fifth	1		10	
a. Lowest Fee	10													
b. Second	6													
c. Third	4													
d. Fourth	2													
e. Fifth	1													
<b>Total:</b>			100											

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A

proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

## **SECTION X SELECTION PROCESS**

### **SELECTION PROCESS**

Using the qualification information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluation as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria **WILL** result in your proposal being declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

### **EVALUATION PROCESS:**

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

#### **Phase One Criteria (Identify short listed offerors only)**

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.**

Each submittal must respond to the requested information for each section.

## **Phase Two Criteria**

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

## **PRICE PROPOSALS**

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency, and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

***Final negotiations and letting the contract.*** The Committee shall rank the technical proposals, open, and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

## **Final Selections**

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

**Fee Proposal shall be submitted in a separate sealed envelope with the following Information on the outside of it: RFP #25-273 Property Management Services.**

**When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.**

**EXHIBIT I  
FEE PROPOSAL**

**SECTION I: Bidder Information**

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Name of Firm: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**II. FEE:**

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The above firm proposes to undertake the referenced project as shown in this Request for Proposal, and all exhibits, at the following quoted lump sum price:

**FEE STRUCTURE:**

\_\_\_\_\_ **% OF THE RENT COLLECTED**

**AND**

\_\_\_\_\_ **SET MINIMUM FEE AMOUNT**

- **Fee structure will be set as a % of rent collected or a set minimum fee amount whichever is greater.**

This offer shall remain firm and valid for a minimum on **90** days.

**SUBMITTED BY:**

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

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

**Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-273 Property Management Services.**

## EXHIBIT II

### **COMPLIANCE WITH FEDERAL LAWS AND EXECUTIVE ORDERS**

The selected respondent must agree to comply with selected federal laws and executive orders in undertaking this project. This includes provisions related to equal employment opportunity, civil rights, and non-discrimination in awarding any subcontracts on the project. The provisions of the applicable federal laws and authorities will be incorporated into the contract

#### **A. Project Eligibility Determination**

It has been determined that the use of NSP funds by the selected firm will be in compliance with the U.S. Department of Housing and Urban Development's (HUD's) regulations under Section 2301(b) of the Housing and Economic Recovery Act of 2008 (Pub. L.110–289, approved July 30, 2008) (HERA), as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111 203, approved July 21, 2010) (Dodd-Frank Act) for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development—Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Pub. L.111–5, approved February 17, 2009) (Recovery Act), as amended, for the purpose of assisting in the redevelopment of abandoned and foreclosed homes.

#### **B. Regulations and Program Requirements**

##### 1. Purchases

All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "**Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations**" as well as the procurement policy of Augusta.

##### 2. Conflicts of Interest

The selected firm agrees to comply with the conflict-of-interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the selected firm. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the NSP activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities; may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Stepparent, Children, Stepchildren, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. The selected firm in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit.

The selected firm shall certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

**C. Other Requirements**

**Fair Housing**

The selected firm agrees that it will conduct and administer NSP activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" [42 U.S.C. 3601-20] and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in publications and/or advertisements. (24 CFR 570.601).

**Non-Discrimination**

The selected firm agrees that it will abide by the Federal requirements set forth in 24 CFR 5.105(a), Nondiscrimination and Equal Opportunity, as these apply to the CDBG program and activities:

- a)** requirements of the Fair Housing Act [42 U.S.C. 3601-20] and Executive Orders 11063 and 12259 (regarding Equal Opportunity in Housing);
- b)** prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101-07];
- c)** prohibitions against discrimination against an otherwise qualified individual with a physical or mental disability, as provided in Section 504 of the Rehabilitation Act of 1973 [42 U.S.C. 794]; and
- d)** Executive Order 11246 as amended regarding Equal Employment opportunities.

The selected firm will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental disability, or national origin.

**Labor Standards**

General: The selected firm agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with NSP funds under that the selected firm will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 570.603)

Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

**Environmental Standards**

The selected firm agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta AHCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/AHCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta, Georgia Planning & Development Department pursuant to (24 CFR 570.604).

**Flood Insurance**

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), the selected firm agrees that NSP funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

**Displacement and Relocation**

The selected firm agrees to take all reasonable steps to minimize displacement of persons as a result of NSP assisted activities. Any such activities assisted with NSP funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

**Non-Discrimination in Employment**

The selected firm agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. The selected firm will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.

**Employment and Business Opportunities**

The selected firm agrees that low and moderate income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

**Lead-Based Paint**

In accordance with Section 92.355 of the NSP Regulations and Section 570.608 of the CDBG Regulations, the selected firm agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

**Debarred, Suspended or Ineligible Contractor**

The selected firm agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by AHCD.

**Drug Free Workplace**

In accordance with 24 CFR part 24, subpart F, the selected firm agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

**Publicity**

Any publicity generated by the selected firm for the project funded will make reference to the contribution of Augusta Georgia in making the project possible. The words "Augusta Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

### **Buy American**

Section 1605(a) of the American Recovery and Reinvestment Act of 2009, Public Law 111–5, 123 Stat. 115 (2009) (Recovery Act) imposes a Buy American requirement on Recovery Act funds used for a project for the construction, alteration, maintenance, or repair of a public building or public work. The section provides that all of the iron, steel, and manufactured goods used in the project must be produced in the United States. Section 1605(b) provides that the Buy American requirement shall not apply in any case or category of cases in which the head of a federal department or agency finds that:

(1) Applying the Buy American requirement would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods will increase the cost of the overall project by more than 25 percent. Section 1605(c) provides that if the head of a federal department or agency makes a determination pursuant to section 1605(b), the head of the department or agency shall publish a detailed written justification in the **Federal Register**. The selected firm shall abide by the requirements of this Act.

### **Compliance with Laws and Permits**

The selected firm shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. The selected firm agrees to obtain all necessary permits for intended improvements or activities.

### **Equal Employment Opportunity**

The selected firm agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.

### **Affirmative Action**

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

### **Religious Influence**

The selected firm will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. The selected firm will not discriminate against any person applying for shelter on the basis of religion. The selected firm will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

**Construction Requirements**

All housing units newly constructed with NSP Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the NSP Program Regulations]. The Property Standards at 24 CFR 92.251 require that the NSPs receiving NSP Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is “new construction” by NSP Program definition and therefore must meet the local building codes for new housing in Augusta Georgia, as applicable.

**Suspension and Termination**

In the event the selected firm materially fails to comply with any of these terms, including the timely completion of activities as described, Augusta may withhold cash payments until the selected firm cures any breach of the agreement. If the selected firm fails to cure the breach, Augusta may suspend or terminate the award of NSP funds.

Notwithstanding the above, the selected firm shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to the selected firm for the purposes of set off until such time as the exact number of damages is determined.

In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty (30) days’ notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates the Agreement, Augusta shall reimburse the selected firm for documented committed eligible costs incurred prior to the date of notice of termination.

**EXHIBIT III**

**DRAFT CONTRACT**

## Draft Contract

### AUGUSTA, GEORGIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_ 2025 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Housing and Community Development Department (“HCD”) whose address is 510 Fenwick Street, Augusta, GA, and \_\_\_\_\_, (hereinafter referred to as the Consultant or Property Manager) address is \_\_\_\_\_.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

#### ARTICLE I.

##### SCOPE OF SERVICES TO BE PROVIDED

- A.** Consultant will conduct those activities as indicated in **RFP 25-273**, Section III, “Scope of Services,” which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:
- a. Marketing properties for rent;
  - b. Screening and Selecting Tenants with appropriate background, identify, credit and financial investigations and in keeping with pre-defined tenant criteria;
  - c. Supervising and coordinating Tenant Move-In;
  - d. Collecting rent and enforcing late fees;
  - e. Conducting dispossessory proceedings and obtaining possession of properties following default of Tenant, restoring properties to rentable condition;
  - f. Maintaining management-level legal compliance and coordinating with legal counsel as necessary;
  - g. Conducting Inspections on a quarterly or as-needed basis and providing periodic reports on property condition;
  - h. Maintaining complete financial records and make disbursements to vendors, documenting all payments forensically with receipts and invoices;
  - i. Conducting all regular, preventive and emergency maintenance, documenting repair and maintenance activity and providing reports; and
  - j. Supervising Tenant move-out and return of property to the rent roll.
- B.** Consultant agrees to provide, as an essential and necessary component of the contract, those services described in **RFP 25-273**, Section IV, “General Expectations,” the following services under this subsection. Failure to provide these essential services may cause a default and termination under this agreement or may result in a reasonable reduction of compensation to the Property Manager, to either be agreed upon by the parties or to be submitted to a mutually-agreed upon third-party arbitrator.
- a. The Property Manager must assign at least two (2) Project Managers to perform the services under this Contract, and at least one Project Manager being available 24 hours per day/365 days per year in the event an emergency arises.

- b. The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;
- c. HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;
- d. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;
- e. The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Agreement pursuant to Notice requirements;
- f. The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- g. The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;
- h. The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- i. Environmentally sustainable practices should be utilized whenever practical;
- j. As part of the continuation of requirements set forth by the federal programs, Property Manager is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- k. Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- l. No later than 24-hours after completion of any repairs, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- m. Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.
- n. Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. If the Property Manager has a limit

on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP).

## **ARTICLE II**

### **TERM**

**Agreement Term** The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31<sup>st</sup>, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of the Agreement. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion. The term of this Agreement will be two years from the date of the effective date. Upon written agreement between the Parties, the Agreement may be extended for an additional year, but no further than three extensions, for a total of five years of the length of this Agreement, shall be permitted.

## **ARTICLE III**

### **CONSIDERATION/FEES**

**A.** Augusta shall pay to consultant a fixed price of eighty-five and 00/100 United States Dollars (\$85.00) per month for each leased unit. In addition, Consultant shall receive One-half of the first full month's lease payment for each new leased unit. All payments shall be forwarded to HCD and HCD will deduct fees and payments from rents and then return appropriate amounts to consultant.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES OF CONSULTANT**

Consultant hereby represents and warrants to HCD as follows:

**A. Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

**B. No Conflict.** To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Consultant is a party or by which Consultant or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

**C. No Approvals Required.** No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and

delivery of this Agreement by Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.

- D. Financial Condition.** There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.
- E. No Collusion.** Consultant's Proposal is genuine and not collusive or a sham. Consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.
- F. Information Supplied By Consultant.** The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. Consultant's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.
- G. Ethics: Gratuities and Kickbacks.** Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of HCD or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.
- H. Contingent Fees.** The 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 or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- I. Existence and Powers.** Consultant is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

- J. Augusta’s selection of the Consultant was made with specific reliance on the qualifications and experience of specific Consultant staff identified in the Consultant’s response to **RFP 25-273**, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or HCD, Consultant agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in Consultant’s response.
- K. The ownership of all data, drawings, charts, etc. which are prepared or produced under this Agreement shall be that of Augusta, Georgia.
- L. Contractor acknowledges that Augusta, Georgia is an “agency” pursuant to the Georgia Open Records Act, OCGA 50-18-70 et seq., and agrees to cooperate with any request for public records pursuant to that Act if such lawful request is made to Augusta, Georgia, or Contractor for public records that are open for inspection and copying pursuant to that Act. Contractor shall comply with any requirements for that Act for affidavits for trade secrets or other such confidential information that Contractor wishes to keep confidential pursuant to the requirements of law.

**ARTICLE V**  
**INSURANCE**

- A. \_\_\_\_\_ shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring, as a result of any negligent error, act or omission of \_\_\_\_\_ during the term of this Agreement. \_\_\_\_\_ shall provide, at all times, Worker’s Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to \_\_\_\_\_ liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be noncancellable except on thirty (30) days’ written notice to Augusta. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement:
- B. The Consultant shall carry professional/public liability insurance coverage in the amount of One Million Dollars \$1,000,000 covering itself and all of its employees and agents.
  - a. Additional Insured – Consultant agrees to endorse Augusta as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘Augusta as its interest may appear’.
  - b. Certificate of Insurance – Consultant agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

**ARTICLE VI**  
**TERMINATION**

- A.** Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all service rendered to the date of termination as provided for herein.
- B.** Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.
- C. Termination of the Agreement for Default.** Failure of the Consultant, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.
- D.** Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:
- a. **Assignment for Creditors:** The Consultant makes a general assignment for the benefit of creditors.
  - b. **Bankruptcy:** The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.
  - c. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.
- E. Termination.** Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:
- a. In the event that the Consultant fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or
  - b. In the event that the Consultant makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or
  - c. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of HCD.
- F. Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

- A.** Consultant will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by Consultant herein, or to the wages paid by Consultant to its employees.
- B.** Consultant will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.
- C.** All reports, documents, data bases, commercials, and other deliverable products produced by Consultant for sole purposes of HCD under the terms of this Agreement will at all times be the exclusive property of HCD.
- D. Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.
- E. Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- F. Severability.** In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
- G. No Third Party Beneficiary.** This Agreement is intended to be solely for the benefit of Consultant and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.
- H. HCD Approvals and Consents.** When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.
- I. Notices and Authorized Representatives.** All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above.

All such notices, consents, approvals or communications shall be addressed as follows:

**For Augusta:**

Office of the Mayor  
535 Telfair Street  
Suite 200  
Augusta, Georgia 30901

&

Augusta Housing and Community Development  
510 Fenwick Street  
Augusta, Georgia 30901  
Attn: Charles Jackson

With a Copy to:

General Counsel  
Augusta Law Department  
535 Telfair Street, Building 3000  
Augusta, GA 30901

**For Consultant:**

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

Attn: \_\_\_\_\_

With a Copy to:

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

**J. Nondiscrimination.** During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**K. Indemnification.** Consultant hereby agrees to hold harmless, indemnify and defend Augusta, Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement.

- L. Compliance with laws:** The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.
- M. Prompt Pay Act.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- N.** Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
- O.** All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized 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 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of 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. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

- P.** Throughout the term of this contract, Consultant will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, Consultant will promptly disclose to Augusta if this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.
- Q. Inspection.** Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- R. Independent Contractor.** The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.
- S. Assignment and Subcontracting.** The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.
- T. Choice of Law and Venue.** This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Consultant by execution of this Agreement specifically consents

to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

**U. Invalid Provisions:** If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either the HCD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

**V. Waivers.** Failure by Augusta to insist upon the strict performance by the Consultant of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the Consultant.

**W. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, Consultant hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and the Consultant's response to **RFP 25-273** (Exhibit "A"), the Consultant's response to **RFP 25-273** shall take precedence over this Agreement.

SIGNATURES ON NEXT PAGE OVER

**IN WITNESS WHEREOF**, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

\_\_\_\_\_

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

Title: Managing Member

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

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

Augusta, Georgia Mayor

Name: Garnett L. Johnson

Title: Mayor

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

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

Augusta Housing and Community Development Department

Name: Charles Jackson.

Title: Director

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

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

Attest: \_\_\_\_\_

Lena J. Bonner, Clerk of Commission

**EXHIBIT A**

**SCOPE OF SERVICES:**

The Property Manager will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the properties acquired as a part of the Augusta, GA (HCD) project. The Property Manager must have a least two years of work experience and knowledge of the federal programs and guidelines as listed in the request. The Property Manager will be responsible for regularly assessing the conditions of the properties, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. At HCD’s request, the Property Manager (or its subcontractor) shall secure properties, repair asset damage, perform preventive maintenance, and provide design services and build-out of minor site renovations and improvements that may fall outside of normal routine property maintenance. Property management must be able to provide a response time of no more than sixty (60) minutes for emergency or repair calls. For each fiscal year, the procured company will be responsible for the verification of persons requesting application to ensure the total household income does not exceed the 80% AMI limit.

**GEORGIA-STATE INCOME LIMITS**

**Augusta-Richmond County**

**Fiscal Year: 2025; Median Family Income: \$88,300**

Household size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
30% (Extremely Low)	\$18,550	\$21,200	\$23,850	\$26,500	\$28,650	\$30,750	\$32,900	\$35,000
50% (Very Low)	\$30,950	\$35,350	\$39,750	\$44,150	\$47,700	\$51,250	\$54,750	\$58,300
60%(Low-Moderate)	\$37,140	\$42,420	\$47,700	\$52,980	\$57,240	\$61,500	\$65,700	\$69,960
80% (Low)	\$49,500	\$56,550	\$63,600	\$70,650	\$76,350	\$82,000	\$87,650	\$93,300

**The procured firm will need to demonstrate both its capacity to meet the expectations of Augusta Housing Community Development Department (AHCDD) and is track record of demonstrated skills as outlined in each of the areas noted:**

**Market the property for rent**

- Prepare home for rent
  - Clean home and optimize interior appeal
  - Manicure landscaping to increase curb appeal
- Field calls from prospects for questions and viewings
- Meet prospective tenants for showings throughout the week and weekend.
- Provide prospective tenants with rental applications that are legally compliant with fair housing laws and federal regulations.
- Collection of applications with application fee (if applicable)

**Tenant Screening and Selection**

- Perform a background check to verify identity, income, credit history, rental history, etc.

- Work with HCD to place tenants as recommended
- Grade tenant according to pre-defined tenant criteria
- Inform tenants who were turned down

#### **Tenant Move In**

- Draw up leasing agreement
- Confirm move in date with tenant
- Review lease guidelines with tenant regarding things like rental payment terms and required property maintenance
- Ensure all agreements have been properly executed
- Perform detailed move in inspection with tenant and have tenant sign a report verifying the condition of the property prior to move in.
- Collect first month's rent and security deposit

#### **Rent Collection**

- Receive rent
- Enforce late fees
- Send out late payment notices

#### **Evictions**

- Filing relevant paperwork to initiate and complete an unlawful detainer action
- Representing owner in court
- Coordinating with law enforcement to remove tenant and tenants' possessions from unit
- Clean Unit and make ready for new tenant

#### **Legal**

- Advise in the event of a legal dispute or litigation
- Refer owner to a qualified attorney when necessary
- Understand and abide by the latest local, state and federal legislation that apply to renting and maintaining rental properties

#### **Inspections**

- Perform periodic inspections (Inside and outside) on a predefined schedule looking for repair needs, safety hazards, code violations, lease violations, etc.
- Send owner periodic reports on the condition of the property

#### **Financial**

- Provide accounting property management services
- Make payments on behalf of owner (landscaping, insurance, pest control, etc.)
- Detailed documentation of expenses via invoices and receipts
- Maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.)
- Provide annual reporting prepared for presentation to the property owner, its successors and/or assigns, detailing all financial transactions per unit
- Provide easy to read monthly cash-flow statements which offer a detailed breakdown of income and itemized expenses

#### **Maintenance, Repairs, and Remodeling**

- Provide and oversee an in-house maintenance crew consisting of a network of licensed, bonded and fully insured contractor(s) who have been vetted for good pricing and good work that is up to code as approved through AHCD
- Notify HCD immediately of any issues requiring urgent attention
- Perform maintenance and preventive maintenance including: removal of trash and debris; cutting grass and shrubbery; moving supplies such as railroad tires and sign; repairing broken gates and fences; graffiti

removal; address/repair hazards and liabilities such as exposed metal or sinkholes, removal of non-operable vehicles, etc.

- Provide a monthly activity log that document work completed by Property Manager and outstanding issues that need to be addressed; also include photographs where appropriate or as requested.
- Secure properties, which may include boarding up properties, installing appropriate signage (i.e. “No Trespassing”, etc.) and installing fences, gates and/or padlocks;
- Establish a preventative maintenance policy to identify and deal with repair needs
- Assign jobs to different parties (in-house employees, handyman and professional contractors) based on who will do the best job for the best price
- Maintain and monitor a 24 hour emergency repair hot-line with no more than a 60 minute response time

### **Tenant Move Out**

- Inspect unit and fill out a report on the property's condition when the client moves out
- Provide tenant with a copy as well as estimated damages
- Return the balance of the security deposit to the tenant
- Forward any portion of the owner's portion of the tenant deposit to the owner or hold in owner reserves for repairs.
- Clean unit and perform any needed repairs or upgrades
- Re-key the locks
- Put the property back on the market for rent

### **GENERAL EXPECTATIONS**

The Property Manager is expected to perform the above scope of work in the following manner. Failure to meet the expectations outlined below may result in a reduction in compensation to Property Manager.

- The Property Manager must assign at least **two (2) Project Managers** to perform the services under this Contract, and at least one Project Manager being **available 24 hours per day/365 days** per year in the event an emergency arises.
- **The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;**
- **HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;**
- When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;
- The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Contract;
- The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;

- The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- Environmentally sustainable practices should be utilized whenever practical;
- As part of the continuation of requirements set forth by the federal programs, HCD is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- No later than **24-hours after completion of any repairs**, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- **Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.**
- Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. **If the Property Manager has a limit on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP)**

# NO RESPONSE LETTER

**please submit by response due date**

RFP Item #25-273	Property Management Services	Due: Monday, October 13, 2025 @ 11:00 a.m.
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To: **Augusta, Georgia - Procurement Department**

This is to certify that \_\_\_\_\_, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

Unavailability of required resources

Prior commitments

Inadequate anticipated funding Level

Project Duration

Potential conflict of interest

Duplication of ongoing effort

Other (please explain)

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

**Authorized Representative:**

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

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

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

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_