FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
March 4, 2026
10:00 AM

Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Mo Ivory, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA

26-0106 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

26-0107 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing "Georgia School of Orthodontics Appreciation Day." **(Pitts)**
February 17, 2026

Proclamation recognizing "Heart of Success Appreciation Day." **(Arrington)**
February 21, 2026

Proclamation recognizing "Ben Crump Appreciation Day." **(Arrington)**
February 22, 2026

Proclamation recognizing "Reverend Dr. Carl H. Moncrieff, Sr. Appreciation Day." **(Abdur-Rahman/Arrington)**
February 22, 2026

Proclamation recognizing "Tayari Jones Appreciation Day." **(Ivory)**
February 22, 2026

Proclamation recognizing "Representative Tyrone Brooks Appreciation Day." **(Abdur-Rahman)**
February 22, 2026

Proclamation recognizing "Reverend Sam Mosteller Appreciation Day." **(Abdur-Rahman)**
February 22, 2026

Proclamation recognizing "Larry Johnson Appreciation Day." **(Abdur-Rahman)**
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February 22, 2026

Proclamation recognizing "David Banner Appreciation Day." **(Arrington)**
February 25, 2026

Proclamation recognizing “St. James LIVE Appreciation Day.” **(Arrington)**
February 26, 2026

Proclamation recognizing “Leadership North Appreciation Day.” **(Thorne)**
February 26, 2026

Proclamation recognizing “Black Cowboy Heritage Festival Appreciation Day.” **(Arrington)**
February 28, 2026

Proclamation recognizing “Matthew Thompson Appreciation Day.” **(Arrington)**
March 1, 2026

Proclamation recognizing “Dr. James E. Woods Remembrance Day.” **(Arrington)**
March 2, 2026

Open & Responsible Government

26-0108 **Real Estate and Asset Management**

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, #24ITB100324K-JA, Renovation of Airport Administration Air Rescue Firefighting Station in an amount not to exceed $85,446.00 with Sovereign Cooper, Inc. (Cumming, GA), to modify existing contract to allow the execution of eight (8) additional services for the completion of the construction/renovation project to the upper and lower floors of the west apparatus bay (approximately 7,275 gross square footage) for the Aircraft Rescue and Fire Fighting Station (ARFF) located at the Fulton County Executive Airport, 3965 Aero Drive, Atlanta, GA 30336. Effective upon BOC approval.

Arts and Libraries

26-0109 **Library**

Request approval of the lowest responsible bidder - Fulton County Library System, 25ITB1484401B-PS, E-Rate Eligible Internet Access & WAN Connectivity in an amount not to exceed $133,029.48 with AT&T Corporation (Atlanta, GA) to supply broadband Internet access and wide area network (WAN) connectivity between primary and secondary datacenters and a number of individual public libraries located within the metropolitan Atlanta Georgia area. Effective July 1, 2026 through June 30, 2027 with three renewal options. This item is 100% grant funded.

Health and Human Services

26-0110 **Community Development**
Request approval to enter into Community Development Block Grant (CDBG) contracts with the following: College Park ($120,000.00), East Point ($150,000.00), Fairburn ($180,000.00), Hapeville ($120,000.00), Palmetto ($70,000.00), Union City ($180,000.00) to deliver community development activities. Total amount being awarded is $820,000.00. Authorize the Chairman to disburse funds, execute and administer the CDBG contracts and related documents consistent with the federal program regulations and this Board action. Effective upon BOC approval. 100% grant funded.

26-0111 **Community Development**
Request approval to amend the Community Development Block Grant (CDBG) contract agreement with City of Alpharetta ($110,000.00) to conform its terms and conditions with the January 21, 2025 revocation of Executive Order 11246 by Executive Order 14173; and authorize the Chairman to execute the Amendment and related documents; authorizing the County Attorney to approve the Amendment and related documents as to form and to make modifications thereto prior to execution; and for other purposes.

Justice and Safety

26-0112 **Emergency Management**
Request approval of the Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding regarding Department of Homeland Security grant funding awarded to the Atlanta-Fulton County Emergency Management Agency - (Grant Year 2023).

FIRST REGULAR MEETING AGENDA

26-0113 **Board of Commissioners**
Adoption of the First Regular Meeting Agenda.

26-0114 **Clerk to the Commission**
Ratification of Minutes.

First Regular Meeting Minutes, February 4, 2026
Second Regular Meeting Post Agenda Minutes, February 18, 2026

26-0115 **Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing “EmpowerHER Appreciation Day.” **(Abdur-Rahman/BOC)**

Proclamation recognizing “Developmental Disabilities Awareness Month.” **(Ellis/BOC)**

Proclamation recognizing “Theatre In Our Schools Month.” **(Ellis/BOC)**

Proclamation recognizing “WellSpring Living Appreciation Day.” **(Barrett/BOC)**

PUBLIC HEARINGS

26-0116 **Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting**. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

26-0117 **Registration & Elections**

Request approval of a statewide contract - Registration & Elections, Georgia Secretary of State, PE-47800-SS-2024-000000006, SoleSource - KNOWiNK in an amount not to exceed $262,667.78 with KNOWiNK, LLC (St. Louis, MO)) to adhere to Secretary of State mandated mail for NGE mail notices. Effective upon approval through June 11, 2026.

26-0118 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, GSA MAS Contract #GS-02F-028AA, Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services, in the amount not to exceed $536,868.20 with Emergency Management Services International, Inc. (Culpeper, VA), to provide consulting services related to planning and logistical support for the Fulton County Jail DOJ Consent Decree response. Effective dates: January 1, 2026, through December 31, 2026.

Health and Human Services

26-0119 **Public Works**

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for water main relocations associated with the widening and improvements to Abbotts Bridge Road (SR 120) -Promise Parkway to Boles Road, Project P.I. No. 721000, in Johns Creek, Georgia, in an estimated amount of $2,426,610.00.

COMMISSIONERS' ACTION ITEMS

Commissioners' District Board Appointments

26-0074 **Board of Commissioners**
FULTON COUNTY REPARATIONS TASK FORCE **(HELD ON 2/18/26)**

Term below expired: 12/31/2025
Karcheik Sims-Alvarado **(Hall)**

Commissioner Ivory has nominated Karcheik Sims-Alvarado for a District reappointment to a term ending December 31, 2026.

26-0075 **Board of Commissioners**
FULTON COUNTY REPARATIONS TASK FORCE **(HELD ON 2/18/26)**

Term below expired: 12/31/2025
Ann Hill-Bond **(Ivory)**

Commissioner Ivory has nominated Ann Hill-Bond for a District reappointment to a term ending December 31, 2026.

26-0079 **Board of Commissioners**
COMMISSION ON DISABILITY AFFAIRS **(HELD ON 2/18/26)**

Term below expired: 12/31/2025
Michael Hopkins **(Ivory)**

Commissioner Ivory has nominated Michael Hopkins for a District reappointment to a term ending December 31, 2027.

26-0063 **Board of Commissioners**
Request approval of a Resolution affirming the protection of Constitutional Rights at Fulton County facilities and limiting ICE enforcement activities. **(Arrington) (HELD ON 2/4/26 AND 2/18/26)**

26-0101 **Board of Commissioners**
Request approval of a Resolution to support affordable housing in partnership with Cosmopolitan AME Church, Good Place, and Collaborative Housing Solutions by approving a grant from funds previously set aside to aid in the construction of a 70-unit new construction multifamily development in Vine City that includes 63 affordable units and 7 market rate units, and for other purposes.
(Barrett/Abdur-Rahman) (HELD ON 2/18/26)

26-0120 **Board of Commissioners**
Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne)**

26-0121 **Board of Commissioners**
Request approval of a Resolution of the Fulton County Board of Commissioners to establish standing committees; and for other purposes. **(Ivory)**

26-0122 **Board of Commissioners**
Request approval of a Resolution of the Fulton County Board of Commissioners directing the County Manager to procure a third-party independent contractor to complete a comprehensive audit of the Fulton County budget for 2026; and for other purposes. **(Ivory)**

26-0123 **Board of Commissioners**
Request approval of a Resolution to reallocate at least two percent of the fiscal year 2026 budget towards expenditures related to the establishment of new hospital facilities in Atlanta and South Fulton; and for other purposes. **(Ivory)**

26-0124 **Board of Commissioners**
Request approval of an urging Resolution urging the Georgia General Assembly not to enact legislation eliminating property taxes as a source of local government revenue; and for other purposes. **(Ivory)**

26-0125 **Board of Commissioners**
Request approval of a Resolution to direct the County Manager and the Department of Finance to coordinate with the Sheriff's Office, the District Attorney's Office, and the Office of the Solicitor-General to develop a plan for intake level diversion screening at the Rice Street Jail; and for other purposes. **(Ivory)**

26-0126 **Board of Commissioners**
Request approval of a Resolution authorizing Fulton County, Georgia to appropriate funds received by the County to the Atlanta Fulton County Recreation Authority for capital purposes at Zoo Atlanta; and for other related purposes. **(Ivory)**

Commissioners' Full Board Appointments

26-0127 **Board of Commissioners**
REGION III EMERGENCY MEDICAL SERVICES COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two thirds of the voting membership. Council members serve terms of appointment of three (3) years. The Council year will be from July 1 to June 30. The term of each appointment shall be for three years with one-third of the Council to be appointed each year. In order to have one-third of the Council appointed each year some appointments may be made for 1 or 2 years until such balances achieved. Members may be reappointed to the EMS Council with no limit on terms. (See EMS Advisory Council Bylaws updated on 5/13/2021).

Term = 3 Years

Term below expires: June 30, 2027
Vacant **(BOC/Position 3)**

Commissioner Arrington has nominated Joe Maddox for a Full Board appointment to an unexpired term ending June 30, 2027.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

26-0128 **External Affairs**
Presentation: 2026 Legislative Session Update.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

26-0129 **Board of Commissioners**
Discussion: Jail Population Reduction Initiative **(Pitts/Abdur-Rahman)**

EXECUTIVE SESSION

26-0130 **Board of Commissioners**
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0107 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes.

Proclamation recognizing "Georgia School of Orthodontics Appreciation Day." **(Pitts)**
February 17, 2026

Proclamation recognizing "Heart of Success Appreciation Day." **(Arrington)**
February 21, 2026

Proclamation recognizing "Ben Crump Appreciation Day." **(Arrington)**
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February 22, 2026

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Proclamation recognizing "Judge Charles Mays Appreciation Day." **(Abdur-Rahman)**
February 22, 2026

Proclamation recognizing "David Banner Appreciation Day." **(Arrington)**
February 25, 2026

Proclamation recognizing "St. James LIVE Appreciation Day." **(Arrington)**
February 26, 2026

Agenda Item No.: 26-0107 **Meeting Date:** 3/4/2026

Proclamation recognizing “Leadership North Appreciation Day.” **(Thorne)**
February 26, 2026

Proclamation recognizing “Black Cowboy Heritage Festival Appreciation Day.” **(Arrington)**
February 28, 2026

Proclamation recognizing “Matthew Thompson Appreciation Day.” **(Arrington)**
March 1, 2026

Proclamation recognizing “Dr. James E. Woods Remembrance Day.” **(Arrington)**
March 2, 2026

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0108 **Meeting Date:** 3/18/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a change order less than 10% - Department of Real Estate and Asset Management, #24ITB100324K-JA, Renovation of Airport Administration Air Rescue Firefighting Station in an amount not to exceed $85,446.00 with Sovereign Cooper, Inc. (Cumming, GA), to modify existing contract to allow the execution of eight (8) additional services for the completion of the construction/renovation project to the upper and lower floors of the west apparatus bay (approximately 7,275 gross square footage) for the Aircraft Rescue and Fire Fighting Station (ARFF) located at the Fulton County Executive Airport, 3965 Aero Drive, Atlanta, GA 30336. Effective upon BOC approval.

Requirement for Board Action
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background Request approval of Change Order No. 1 to modify existing contract for additional funding to allow the execution of eight (8) additional services for the completion of the construction/renovation project to the upper and lower floors of the west apparatus bay

(approximately 7,275 gross square footage) for the Aircraft Rescue and Fire Fighting Station (ARFF) located at the Fulton County Executive Airport, 3965 Aero Drive, Atlanta, GA 30336.

During the excavation of the foundation, the contractor (Sovereign Cooper, Inc.) detected underground water in the foundation trenches, which necessitated delay of approximately 56 days, coupled with some other unforeseen conditions, which are itemized in eight (8) separate change directives.

DREAM initially recommended an owner-controlled contingency in the amount of $310,000.00 in addition to the total Base Amount of $2,389,000.00 for a revised total project budget to $2,699,000.00 to accommodate Emergency Management Agency Airport Rescue and Fire Fighting (ARFF) required Furniture, Fixtures and Equipment (FF&E), recommended IT data requirements, and to include costs for unforeseen conditions. The BOC approved Item #25-0261 on April 2, 2025, approving the contract in the base amount of $2,389,000.00

DREAM will proceed with BOC approval on an as-needed basis for any additional scope changes or for increased spending authority through the Change Order process.

Scope of Work: Though these additional costs are specific to the eight (8) separate Change Order requests which are necessary to prevent any more disruption in the process and enable the completion of the construction/renovation project for the continued use by the Fulton County Executive Airport Administration and to allow the expansion of the Emergency Management Operations Aircraft Rescue and Fire Fighting Station (ARFF).

The additional costs cover the eight (8) change directives are shown in the following:

1. **Change Order Proposals 1-8:**

COP No.	**Description of Services**	**Sub-Total**
COP #1	Wall Demo in the Hose Room	$4,242.00
COP #2	Hardware Revisions	$3,094.00
COP #3	Window Revisions	-$603.00
COP #4	Window Infill	-$2,677.00
COP #5	Foundation Water Infiltration	$59,688.00
COP #6	Unforeseen Rock in exterior stairwell footings	$4,107.00
COP #7	Plumbing Trench	$4,548.00
COP #8	Grouting Existing Wall	$13,047.00
Total Change Order Requests 1 - 8		**$85,446.00**

Community Impact: The successful completion of this renovation project will allow continue

expansion for the Fulton County's Emergency Management operations. It is crucial for enhancing the capacity to respond effectively to community needs. By investing in improvements, the operations can ensure that emergency services are well-prepared to handle various crises, whether they are natural disasters, public health emergencies, or other incidents affecting public safety.

Department Recommendation: The Department of Real Estate and Asset Management recommend approval of Change Order No. 1.

The Construction Manager will work in collaboration with the Department of Real Estate and Asset Management, Construction Team and the Emergency Management Agency Airport Recue and Fire Fighting (ARFF) Division.

Project Implications: This is necessary to allow, without any additional disruption, the continued renovation to restore and expand the Executive Airport's Administration Aircraft Rescue Firefighting Station (ARFF), economically and efficiently, to a condition which is fully able to meet the long-term space and service needs of employees and Fulton County operations.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this Change Order is not approved, there may be a delay in the construction/renovation process for the Emergency Management Agency Airport Recue and Fire Fighting (ARFF) Division.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0261	4/2/25	$2,389,000.00
Change Order No. 1			**$85,446.00**
Total Revised Amount			$2,474,446.00

Contract & Compliance Information

Contract Value: **$85,446.00**
Prime Vendor: **Sovereign Cooper, Inc.**
Prime Status: **Non-Minority**
Location: **Cummings, GA**
County: **Forsyth County**
Prime Value: **$85,446.00 or 100.00%**

Total Contract Value: **$ 85,446.00 or 100.00%**
Total Certified Value: **$00.00 or 0.00%**

Exhibits Attached

Exhibit 1: Change Order No. 1 to Form of Contract
Exhibit 2: Change Order Cost Proposal

Exhibit 3: Performance Evaluation Report

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$2,389,000.00
Previous Adjustments:	$0.00
This Request:	$85,446.00
TOTAL:	$2,474,446.00

Fiscal Impact / Funding Source

Funding Line 1:

509-310-5602-AIR5: ARFF Phase III - Fire Fighter Facility Renovation - $85,446.00

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** Completion of construction project
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/7/2025**

Report Period End: **1/6/2026**

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **Sovereign Cooper, Inc.**

Contract No. **22ITB100324K-JA, Renovation of Airport Administration Aircraft Rescue Firefighting Station (ARFF)**

Address: **304 Tribble Gap Road, Suite 100**
City, State **Cumming, Georgia 30040**

Telephone: **(404) 931-7716**

E-mail: **ray@sovereigncooper.com**

Contact: **Ray Neal, President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Sovereign Cooper, Inc.,** to provide/perform Renovation of Airport Administration Aircraft Rescue Firefighting Station (ARFF), dated May 13, 2025, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this change order is required to make modification to the existing Contract for additional funding to allow the execution of eight (8) additional services for the completion of the construction/renovation project to the upper and lower floors of the west apparatus bay (approximately 7,275 gross square footage) for the Aircraft Rescue and Fire Fighting Station (ARFF) located at the Fulton County Executive Airport 3965 Aero Drive, Atlanta, GA 30336.

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **March 4, 2026, BOC Item #26-**.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Change Order No. 1 to Form of Contract is effective as of the 4th day of March 2026, between Sovereign Cooper, Inc., who agree that all Services specified will be performed in accordance with Change Order No. 1 of Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Modify the existing Contract for

additional funding to allow the execution of eight (8) additional services for the completion of renovation project to the upper and lower floors of the west apparatus bay (approximately 7,275 gross square footage) for the Aircraft Rescue and Fire Fighting Station (ARFF) located at the Fulton County Executive Airport 3965 Aero Drive, Atlanta, GA 30336.

Though these additional costs are specific to the eight (8) separate Change Order requests which are necessary to prevent any more disruption in the process and to enable the completion of the construction/renovation project for the continued use by the Fulton County Executive Airport Administration and to allow the expansion of the Emergency Management Operations Aircraft Rescue and Fire Fighting Station (ARFF).

The additional costs cover the eight (8) change directives are shown in the following:

1. Change Order Proposals 1-8:

	Description of Services	**Sub-Total**
COP #1	Wall Demo in the Hose Room	$4,242.00
COP #2	Hardware Revisions	$3,094.00
COP #3	Window Revisions	-$603.00
COP #4	Window Infill	-$2,677.00
COP #5	Foundation Delays	$59,688.00
COP #6	Foundation Rock Soil	$4,107.00
COP #7	Plumbing Trench	$4,548.00
COP #8	Grouting Existing Wall	$13,047.00
Total Change Order Requests 1 - 8		**$85,446.00**

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **$85,446.00** (Eighty-Five Thousand Four Hundred Forty-Six Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Change Order No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:**
Except as modified by this Change Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Chief Deputy Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Asset Management

CONSULTANT:

SOVEREIGN COOPER, INC.

Ray Neal,
President

ITEM #: _____ RM: _____ **FIRST REGULAR MEETING**	**ITEM #: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

Michael Baker
INTERNATIONAL

We Make a Difference

December 2, 2025 **via email**

Mr. Tim Dimond, Deputy Director
Department of Real Estate & Asset Management
141 Pryor Street, 6th Floor
Atlanta, Georgia 30303

Subject: Fulton County Executive Airport; Atlanta, GA
Renovation of FTY ARFF Station Phase 3 – Change Order

Mr. Dimond:

According to the contract, the design team has reviewed and recommended approval of change order proposals #1- #8 summarized below and attached to this email.

FULTON COUNTY EXECUTIVE AIRPORT				
ARFF PHASE 3 CONSTRUCTION - Change order Tracking				
Change order #	Change Reason	Prime Contractor	Sub Contractor	TOTAL
COP#1	Wall demo in hose room	$242.00	$4,000.00	$4,242.00
COP#2	Hardware Revisions	$204.00	$2,890.00	$3,094.00
COP#3	Window Revisions	-$6.00	-$597.00	-$603.00
COP#4	Window infill	-$27.00	-$2,650.00	-$2,677.00
COP#5	Foundation Delays	$52,771.00	$6,917.00	$59,688.00
COP#6	Foundation Rock Soil	$1,141.00	$2,966.00	$4,107.00
COP#7	Plumbing trench	$694.00	$3,854.00	$4,548.00
COP#8	Grouting existing wall	$860.00	$12,187.00	$13,047.00
	Total	$55,879.00	$29,567.00	$85,446.00
Original Contract Amount:		$2,389,000		
Total C.O. to date:		$85,446		
Project Total to date:		$2,474,446		

Should you have any questions please do not hesitate to contact me.

Sincerely,

Charles Adeogun, PE.
Project Manager

Performance Evaluation Details

ID	E1
Project	Renovation of Airport Administration Aircraft Rescue Firefighting Station (ARFF)
Project Number	24ITB100324K-JA
Supplier	Sovereign Cooper
Supplier Project Contact	Todd Davis (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/07/2025 to 01/06/2026
Effective Date	02/18/2026
Evaluation Type	Formal
Interview Date	02/02/2026
Expectations Meeting Date	02/18/2026
Status	Completed
Publication Date	02/18/2026 02:16 PM EST
Completion Date	02/18/2026 02:16 PM EST
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE **17/20**

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments Sovereign Cooper, Inc despite initial setbacks due to underground water found in the foundation trenches has continued to increase effort with support from the consultants to meet project milestone dates and catch up with the original schedule.

BUDGET MANAGEMENT **14/20**

Rating

Satisfactory: Design within budget. Reasonable pricing on Scope Changes and processed in a timely manner.

Comments Sovereign Cooper, Inc has continued to execute the project within the awarded construction budget. They have submitted change order requests for unforeseen conditions in a timely manner and with reasonable pricing.

OVERALL CONSTRUCTION PROJECT MANAGEMENT **14/20**

Rating

Satisfactory: Acceptable understanding of project objectives and requirements.

Comments Sovereign Cooper, Inc has maintained acceptable Project Management skills in the execution of the project.

COST CONTROL **17/20**

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments Sovereign Cooper, Inc has continued to provide request for information (RFIs) for omissions or conflicts in the construction drawings to prevent potential cost overruns.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments Sovereign Cooper, Inc has been timely in monitoring all aspects of Contract compliance. Compliance issues are resolved in a timely manner to the County's satisfaction.

GENERAL COMMENTS

Comments Satisfied with the overall performance of Sovereign Cooper, Inc.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0109 **Meeting Date:** 3/4/2026

Department
Library

Requested Action
Request approval of the lowest responsible bidder - Fulton County Library System, 25ITB1484401B-PS, E-Rate Eligible Internet Access & WAN Connectivity in an amount not to exceed $133,029.48 with AT&T Corporation (Atlanta, GA) to supply broadband Internet access and wide area network (WAN) connectivity between primary and secondary datacenters and a number of individual public libraries located within the metropolitan Atlanta Georgia area. Effective July 1, 2026 through June 30, 2027 with three renewal options. This item is 100% grant funded.

Requirement for Board Action
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Arts and Libraries

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background

This action will provide internet access to library patrons for internet connectivity during library visits. The vendor will be required to participate in the Universal Service Support Mechanism for schools and libraries, known as “E-Rate”, as authorized under the Federal Telecommunications Act of 1996.This contract may be totally or partially dependent upon the successful receipt of Universal Service Administrative Company Fund (USAC) subsidies commonly known as “E-Rate”. There are

currently 34 libraries providing Internet access and WAN connectivity with the capability to add any additional sites as required. This accessibility is necessary to provide internet access for library users of the Library System's website.

Scope of Work: This action allows the library to provide internet and Wi-Fi access to meet patrons' expectations for internet connectivity during their library visits.

Community Impact: Fulton County citizens are accustomed to free internet services when visiting library facilities. This service is especially critical during the pandemic. Internet service is provided at no additional cost to taxpayers.

Department Recommendation: The Fulton County Library System recommends approval.

Project Implications: The Fulton County Library System will lose the ability to provide free internet services through the E-Rate program.

Community Issues/Concerns: No community issues or concerns.

Department Issues/Concerns: No department issues or concerns.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: **$133,029.48**

Prime Vendor: **AT&T Corporation**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton**
Prime Value: **$133,029.48 or 100.00%**

Total Contract Value: **$100.00% or 0.00%**
Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Department Recommendation Memo
Exhibit 2: Tabulation Sheet
Exhibit 3: Performance Evaluation

Contact Information

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$133,029.48
TOTAL:	$133,029.48

Grant Information Summary

Amount Requested:	$133,029.48	☐	Cash
Match Required:		☐	In-Kind
Start Date:	07/01/2026	☒	Approval to Award
End Date:	06/30/2027	☐	Apply & Accept
Match Account $:			

Fiscal Impact / Funding Source

Funding Line 1:

461-650-UA26-1493: Grant Fund- Library - Universal Service Admin Co E-Rate - Telephone - Library

Funding Line 2:

461-650-ER26-1493: Grant Fund- Library - GPLS E-Rate Program-State Portion E-Rate - Telephone - Library

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment:	**Renewal/Extension Terms:** Three (3) Renewal Options

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again? Yes

Report Period Start: **7/1/2025**

Report Period End: **9/30/2025**

INTEROFFICE MEMORANDUM

FULTON COUNTY LIBRARY SYSTEM

To: Felicia Strong-Whitaker – Director, Purchasing and Contract Compliance

From: Gayle Holloman, Director of Libraries

DATE: January 29th, 2026

Subject: Recommendation Award – Bid 25ITB1484401B-PS, E-RATE ELIGIBLE INTERNET ACCESS & WAN CONNECTIVITY

RECOMMENDATION: The Fulton County Library System is requesting approval to award **AT&T, Inc.** for eRate internet services in the amount not to exceed $133,029. These services are to be provided monthly. Effective 07/01/2026 through 06/30/2027, with three renewal options.

1) DISCUSSION: The recommendation of the award was based on bidders' prices and delivery time frame and reliability of services provided during the bid process. The department received two bid responses. Leighton Alex Distributors submitted a bid which totaled $1,124,000. The AT&T bid came in at $11,085.75 monthly which equates to $133,029 annually. Per Fulton County policy we are to award the low-cost bidder which is AT & T.

   Please utilize the following funding line: 461-650-UA26-1493

Recommended Bidder	Base Bid Amount	Award Authority
AT&T, Inc.	$133,029	N/A

Authorized Signature: _____ Date: _____

(By Director/Deputy Director)

If you require additional information, contact **Jamar Parker** Financial Systems Manager,

at (404)771-7578.

ATTACHMENT: Bid Tabulation Sheet

cc: Team Elsa Castro, CAPA, Team B, Purchasing & Contract Compliance

Phyllis Stewart, Assistant Purchasing Agent

Notice

Basic Information

Estimated Contract Value (USD)	$51,000.00 (Not shown to suppliers)
Reference Number	0000403723
Issuing Organization	Fulton County Government
Owner Organization	Library
Solicitation Type	ITB - Invitation to Bid (Formal)
Solicitation Number	25ITB1484401B-PS
Title	E-RATE ELIGIBLE INTERNET ACCESS & WAN CONNECTIVITY
Source ID	PU.AG.USA.1610300.C13187676
Piggyback Solicitation	No

Details

Location	Fulton County, Georgia
Purchase Type	Term: 07/01/2026 12:00 AM EDT - 12/31/2029 12:00 AM EST
Description	The Fulton County Public Library System (FCLS) is soliciting bids from qualified telecommunications service providers to supply broadband Internet access and wide area network (WAN) connectivity between primary and secondary datacenters and a number of individual public libraries located within the metropolitan Atlanta Georgia area. The contract will be effective from date of award July 1st 2026 until June 30th 2027

Dates

Publication	11/05/2025 04:30 PM EST
Question Acceptance Deadline	12/04/2025 02:00 PM EST
Questions are submitted online	Yes
Closing Date	12/11/2025 11:00 AM EST
Prebid Conference	11/20/2025 10:00 AM EST

Contact Information

Phyllis Stewart
404-612-4215
phyllis.stewart@fultoncountyga.gov

Bid Result Publication Revision

Publication Type Unofficial Results

Leighton & Alex Distributors, Inc.

Organization Name	Leighton & Alex Distributors, Inc.
Bid Amount	$1,124,000.00
Address	4 Minthorne Street Staten Island New York 10301 United States

AT&T

Organization Name	AT&T
Bid Amount	$11,085.79
Address	1057 Lenox Park Blvd Atlanta Georgia 30319 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients	Phyllis.stewart@fultoncountyga.gov
Include notification issuer as an additional recipient	Yes

Performance Evaluation Details

ID	E12
Project	E-RATE CATEGORY 1 – BROADBAND INTERNET ACCESS
Project Number	22ITB0111B-EC
Supplier	AT&T
Supplier Project Contact	Shane Robinson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/01/2025
Evaluation Type	Formal
Interview Date	09/01/2025
Expectations Meeting Date	09/01/2025
Status	Completed
Publication Date	10/01/2025 01:21 PM EDT
Completion Date	10/01/2025 01:21 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments *Not Specified*

SCHEDULE **20/20**

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0110 **Meeting Date:** 3/4/2026

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to enter into Community Development Block Grant (CDBG) contracts with the following: College Park ($120,000.00), East Point ($150,000.00), Fairburn ($180,000.00), Hapeville ($120,000.00), Palmetto ($70,000.00), Union City ($180,000.00) to deliver community development activities. Total amount being awarded is $820,000.00. Authorize the Chairman to disburse funds, execute and administer the CDBG contracts and related documents consistent with the federal program regulations and this Board action. Effective upon BOC approval. 100% grant funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with O.C.G.A. § 36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

On July 9, 2025, the Board of Commissioners approved Item # 25-0504 to accept the CDBG Grant Year 2025 award from the U.S Department of Housing and Urban Development (HUD) in the

amount of $1,254,161 and a Resolution to authorize the adoption and approval of the 2025 HUD Annual Action Plan which provides a concise summary of actions and activities to be carried out each year to address the priority needs and specific goals identified in the Consolidated Plan.

Scope of Work: The Department of Community Development 2025 HUD Approved Annual Action Plan outlines eligible CDBG projects and activities that will be carried out by contractual agreement as detailed below. The projects were selected through an application process.

CDBG Budget Area	Project Description	CDBG Contract Amount
College Park	Charles E. Phillips Park Improvements- Phase II	$120,000
East Point	Water Main Infrastructure Replacement Initiative	$150,000
Fairburn	Orchard Street & Strickland Pedestrian Improvements	$180,000
Hapeville	John Lewis Memorial Park Improvements- Phase I	$120,000
Palmetto	Groundwater Line Looping	$70,000
Union City	Shannon Parkway Park- Phase II	$180,000
Subtotal		**$820,000**
Housing Rehabilitation	Home Repairs	$252,014
CDBG Administration		$182,147
	TOTAL HUD AWARD	**$1,254,161**

Community Impact: Community Development Block Grant (CDBG) funding strengthens communities by supporting housing, infrastructure, and essential services that improve the quality of life for low to moderate income residents. These investments help stabilize neighborhoods, expand economic opportunities, and address critical local needs.

- -

Department Recommendation: Approve the requested action.

Project Implications: CDBG projects and activities enhance the quality of life for low to moderate income citizens in Fulton County, outside the City of Atlanta.

Community Issues/Concerns: Public hearings were held on November 18, 2024, and February 3, 2025. There were no community concerns identified.

Department Issues/Concerns: If the requested action to execute the CDBG contracts is not approved, it will adversely impact the scope and range of services the County is able to provide for low to moderate income populations in Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

HUD Grant Award #B-UC-25 -13-0003 - Community Development Block Grant 2025 Award

Docusign Envelope ID: 9D617F92-B9C5-461C-97B9-5B8EEE1958EF

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Fulton County 141 PRYOR ST SW ATLANTA, GA 30303-3444	12. Assistance listing number and title: • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: J3Y1XYZYUFQ5	13. Amount of federal funds obligated by this action: $1,254,161.00
3. Tax identification number: 586001729	14. Total amount of federal funds obligated: $1,254,161.00
4. Federal Award Identification Number (FAIN): B25UC130003	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $1,254,161.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD: **12/5/2025**
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: **Karen A. Morris** **CPD Director**	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

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amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

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such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

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D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official) **Karen A. Morris CPD Director**	Signature DocuSigned by: Karen A. Morris AB677EE4E2F0456...	Date **12/5/2025**
For the Recipient (name and title of authorized official) Chairman	Signature Signed by: Robb Pitts 167EDE80EDAF436...	Date 09/18/2025 | 5:52 AM EDT

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ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

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7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	$1,254,161.00	9/30/2033	9/30/2033

Docusign Envelope ID: 9D617F92-B9C5-461C-97B9-5B8EEE1958EF

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

REQUESTED ACTION *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2025-2029 HUD Consolidated Plan and 2025 HUD Annual Action Plan which will allow the County to secure federal funding for projects and services that support the needs of low- and moderate-income residents. The funding includes $1,254,161.00 from the Community Development Block Grant (CDBG) Program and $590,862.29 from the HOME Investment Partnerships Program (HOME). A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

REQUIREMENT FOR BOARD ACTION *(Cite specific Board policy, statute, or code requirement)*
In accordance with O.C.G.A. § 36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners.

STRATEGIC PRIORITY AREA RELATED TO THIS ITEM *(If yes, note strategic priority area below)*
Health and Human Services

COMMISSION DISTRICTS AFFECTED
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

IS THIS A PURCHASING ITEM?
No

SUMMARY & BACKGROUND *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2025- 2029 Consolidated Plan and 2025 HUD Annual Action Plan which will allow the County to secure federal funding for projects and services that support the needs of low- and moderate-income residents.

The Consolidated Plan and Annual Action Plan provide an approach to housing, community development and homeless needs using the U.S. Department of Housing and Urban Development (HUD) grant funds.

Fulton County has received official notification from the U.S. Department of Housing and Urban Development (HUD) confirming its 2025 funding allocations: $1,254,161 through the Community Development Block Grant (CDBG) Program and $590,862.29 through the HOME Investment Partnerships Program (HOME).

Public Comment

Public hearings were held on November 18, 2024, and February 3, 2025. In addition a series of workshops were held with with affordable housing providers and advocates, agencies that provide services to unsheltered populations, workforce development providers, community development interests and public housing authorities. An online survey was used, and the draft Consolidated Plan was on public display.

I. CDBG

The 2025 CDBG funding will be used to support eligible projects and activities that benefit low- to moderate-income communities. These projects will be carried out by municipalities participating through Fulton County Cooperative Agreements.

- A 3-year grant application was released to municipalities on July 25, 2023.
- CDBG virtual application technical assistance (TA) workshops were held on August 2, 2023, and August 9, 2023, via ZOOM.
- FY2025 budget for CDBG is $1,254,161

2025 CDBG Proposed Budget and Activity Funding

CDBG Budget Area	Activity	Amount
Program Administration	Requirements to administer CDBG Program	$182,147
Housing Rehabilitation	Senior Housing Rehabilitation Service Delivery	$192,014
Public Service	Fair Housing Activities	$60,000
College Park	Charles E. Phillips Park Improvements- Phase II	$120,000
East Point	Watermain Infrastructure Replacement Initiative	$150,000
Fairburn	Orchard Street & Strickland Pedestrian Improvements	$180,000
Hapeville	John Lewis Memorial Park Improvements- Phase I	$120,000
Palmetto	Groundwater Line Looping	$70,000
Union City	Shannon Parkway Park- Phase II	$180,000
CDBG Total		**$1,254,161**

II. HOME

- Subrecipient(s) to administer the Tenant Based Rental Assistance will be selected through a Request for proposal process.
- Subrecipient(s) to administer the Community Housing Development Organization (CHDO) program will be selected through a Request for proposal process.
- FY 2025 HOME budget total is $590,862.29.

2025 HOME Proposed Budget and Activity Funding

HOME Budget Area	Activity	Amount
Program Administration	Costs to manage, monitor and implement the federally funded programs	$59,086.23
Home Ownership (HOP)	Down payment and closing cost assistance for first time homebuyers in Fulton County (outside the City of Atlanta)	$115,000.00
Tenant Based Rental Assistance	Rental Assistance for Fulton County residents	$328,146.72
Community Housing Development Organizations (CHDOs)	HUD required set aside for eligible nonprofit development	$88,629.34
HOME Total		**$590,862.29**

Community Impact: HUD Entitlement funding for CDBG and HOME will help the County provide services to its low and moderate-income residents.

Department Recommendation: Approve the requested action.

Project Implications: Approval of the Consolidated Plan and Annual Action Plan will support continued use of allocated by the U.S. Department of Housing and Urban Development (HUD) to deliver timely services and support to both communities and individuals living in Fulton County, outside the City of Atlanta.

Community Issues/Concerns: Public hearings were held on November 18, 2024, and February 3, 2025. There were no community concerns identified.

Department Issues/Concerns: If the 2025- 2029 Consolidated Plan and 2025 Annual Action Plan are not approved, it will adversely impact the scope and range of services the County is able to provide to low and moderately low-income populations in Fulton County. In accordance with 24 CFR Part 91, the submission of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) is mandatory.

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of College Park
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-25-UC-13-0003

City of College Park's Unique Entity Identifier (UEI): ZQCUJAQZ4K1
Federal Award Date: 1/1/2025-9/1/2032
Total Fulton County CDBG Municipality Agreement: $120,000.00

THIS AGREEMENT entered this 4th day of March (month) 2026 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of College Park** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on July 9, 2025, the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026, the Board of Commissioners approved the project via Agenda Item _____.

WHEREAS, the City of College Park has been provided CDBG funds by Fulton County **for Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of College Park in the amount of **$120,000**, shall be specifically used for the improvements of Charles E. Phillips Park – Playground Improvements Phase II located at 4400 Herschel Road, College Park, Georgia 30337 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Improvements to the Charles E. Phillips Park located at 4400 Herschel Road, College Park Georgia 30337.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of December 2027.

III. BUDGET

The City of College Park shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$120,000** and **Expenses for eligible activities shall be retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lance Terry
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of College Park 3667 Main Street Atlanta, Georgia 30337
Phone:	(404) 612-8077	(770) 403-8950
Email:	Kim.benjamin@fultoncountyga.gov	lterry@collegeparkga.com

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such

plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for

purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires

that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award

documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process

under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF COLLEGE PARK, GEORGIA

_____
Bianca Motley-Broom, Mayor
City of College Park

ATTEST

_____
Cindy Hanson
Interim City Clerk

DATE:
_____

SEAL:

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier, Clerk to the Commission

DATE:
_____

SEAL:

APPROVED AS TO CONTENT:

_____
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

_____
Winston Denmark, City Attorney

DATE:
_____

APPROVED AS TO FORM:

_____
Office of the County Attorney

DATE:
_____

1

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2026 Project Description
City of College Park: Playground Improvement Phase II

The Park Improvements will provide needed beautification enhancements, site utilization, and maintain ADA accessibility compliance for 2-5 **years old age group.** The total cost for Phase II is $388,026.74. The work consisted of the following:

SITE DEMOLITION AND STAGING

SITE PREPARATION, EQUIPMENT INSTALLATION, SURFACING MATERIAL INSTALLATION

SITE RESTORATION AND STABILIZATION

The proposed improvements site plan and cost components are attached.

Fulton County Community Development Block Grant Program
ATTACHMENT B: 2026 Project Implementation Schedule
City of College Park: Park Improvements Phase II
Pre-School to 11-year-old age Group Facility
Specific deliverables below to be updated upon contract execution

**City of College Park, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking/ ribbon cutting/ announcement event to include in the below project implementation schedule where feasible.*

FACILITY/IMPROVEMENT PROVISIONS	TASKS	DATE
Environmental Review	Completion of Environmental Assessments, submittal, review and approval.	3/21/2025
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	3/4/2026
Award Letter	2025 CDBG Award City of College Park	March 2026
Fulton County College Park Contract	Contract Route for Execution	March 2026
Mayor Council Approval of College Park Contract	Next Calendar for Council Approval	1/21/2026 Completed
Construction Drawings & Specifications	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	March 2026
Solicitation for sealed bids by the City of College Park for Proposal Bids/Offers. **Or State of Georgia Statewide Contracts Vendors**	Invitation for Bid- (Description of the requirements that the bidder/offeror must fulfill with other factors to be used in evaluating the bids or proposals submitted). Goods or services that are available on a Mandatory Statewide Contract.	March 2026
Bid, Costs and Price Analysis (Specification List)	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	March 2026
City Award of Bid/Offer	PROJECT IMPROVEMENT RECORDS - The City of College Park will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; CDBG Compliance Documents and Basis for the award cost or price.	April 2026
Letter to Proceed for Contractor	Award Conference **Note: Actual Date Pending Fulton County Notice to Proceed**	May 2026
Contract Provisions	Insurance requirements, bonding requirements, CDBG Contract Documents, etc.	May 2026
Contract Administration	The City of College Park will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	May 2026
Contract Start Date of Project	Notice to Proceed	May 2026
Demolition / Clearance activities/Utility Construction	Clear & accurate description of the technical requirements for the project to be demolished/cleared	May 2026
Project Mid-Status	Clear & accurate description of the technical requirements for the work to be procured by City of College Park and CDBG Compliance Surveys, Payroll …etc	August 2026
Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	4th Quarter 2026

Fulton County Community Development Block Grant Program

ATTACHMENT C: PROJECT BUDGET

City of College Park: Park Improvements Phase II

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.) **Consultant Fees (if any)**	**September 2026**	**$120,000**	**$268,026.74**
Total for Grant Award Year 2025		**$120,000**	**$268,026.74**

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	January 1, 2026, to August 31, 2026 Projections	Submission Date
Demolition, disposal, grading of existing playground facility	**$35,000**	**March-26**
Park Playground Equipment & Installation	**$85,000**	**March-26**
TOTAL EXPENSES:	**120,000**	

Note: An updated project budget and reimbursement schedule shall be provided upon City of College Park Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before August 31st 2026.

Fulton County Community Development Block Grant Program
Attachment D:
City of College Park – Charles E. Phillips Park – Park Improvements Pre-School to 11-year-old age Group Facility Phase II

Quarterly Performance Report

Municipality: **City of College Park** CDBG Funding Year: ***2025***

Project Name: **Charles E. Phillips Park – Park Playground Facility Improvements II**

Administering Department***: City of College Park***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$120,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____

Has CDBG spending occurred for this project? ☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

FY 2025 INCOME LIMITS SUMMARY								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Very Low Income (31%-50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Low Income (51%-80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2025 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program. List here.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	Enter Total Amount Here:

Prepared by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____
CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____
CD Manager Signature

Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of College Park** CDBG Funding Year: ***2025***

Project Name: **Charles E. Phillips Park – Park Playground Improvements Pre-School to 11-year-old age Group Facility II**

Administering Department***: City of College Park***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$120,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1.	Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2.	Eligibility	
	a.	Type of eligible activity:
	b.	Regulatory citation:
	c.	If this is a public service activity:
		New activity
		Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement? ☐ Yes ☐ No	

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings? ☐	Yes ☐	No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	Type of Materials	Supplier	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	Description of Project	Contractor	Contract Amount
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? ☐ Yes ☐ No	
	b.	Written definition of duties of key employees? ☐ Yes ☐ No	
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No	
	d.	Separation of duties? ☐ Yes ☐ No	
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No	
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No	
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No	

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

EXHIBIT C
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____

Title Company Name

Hereinafter, "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant, and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender, or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of College Park
2	Subrecipient DUNS Number	ZQCUJAQZ4K1
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	1/1/2025-9/1/2032
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 12/31/2032
6	Amount of Federal Funds Obligated by This Action	$120,000
7	Total Amount of Federal Funds Obligated to the Subrecipient	$120,000
8	Total Amount of the CDBG Federal Award	$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for College Park's Charles E. Phillips Park – Park Playground Facility improvements located at 4400 Herschel Road, College Park GA 30337.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of College Park is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official **X**	**Applicant** City of College Park
Title Mayor	**Date**

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of East Point
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-25-UC-13-0003**
City of East Unique Entity Identifier (UEI):	**NYACGEBAXVV1**
Federal Award Date:	**1/1/2025-9/1/2032**
Total Fulton County CDBG Municipality Agreement:	**$150,000.00**

THIS AGREEMENT entered this 4th day of March (month) 2026 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of East Point** (called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on July 9, 2025, the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026, the Board of Commissioners approved the project via Agenda Item _____.

WHEREAS, the City of East Point has been provided CDBG funds by Fulton County for Water Main Infrastructure Replacements as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of East Point in the amount of **$150,000.00**, shall be specifically used for the Water Main Infrastructure Replacement Initiative located at West Hamilton Avenue in the City East Point, Georgia for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Water Main Infrastructure Replacements at West Hamilton Avenue in the City of East Point Georgia.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of December 2027.

III. BUDGET

The City of East Point shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall no exceed **$150,000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Victor Cephus, Grants Coordinator
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of East Point 2757 E. Point Street East Point, Georgia 30344
Phone:	(404) 612-8077	(404) 270-7053
Email:	Kim.benjamin@fultoncountyga.gov	vcephus@EastPointCity.org

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and

employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the

termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or

the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County’s actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the

grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR

570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF EAST POINT, GEORGIA

_____
Keisha Chapman, Mayor
City of East Point

ATTEST

_____
Keshia McCullough
City Clerk

DATE:
_____

SEAL:

APPROVED AS TO FORM:

_____
Brad Bowman, City Attorney

DATE:
_____

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier, Clerk to the Commission

DATE:
_____

SEAL:

APPROVED AS TO CONTENT:

_____
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

_____
Office of the County Attorney

DATE:
_____

1

Fulton County Community Development Block Grant Program

ATTACHMENT A- Project Description

City of East Point: Water Main Infrastructure Replacement Initiative – West Hamilton Ave (Phase 1 – 2026)

The goal of the Water Infrastructure Replacement Projects is to upgrade undersized water mains to increase water pressure for water distribution and to ensure water pressure is up to firefighting activities. The areas selected are within census tract 112.02 in Fulton County, Georgia where the unemployment rate is 9.7% approximately 24% of the residents live below the federal poverty level. The selected (3) projects target underserved communities where infrastructure upgrades are needed.

The locations were chosen based on socioeconomic status of the community in addition to the lack of adequate water pressure, not enough fire hydrants and the age of the existing water infrastructure. These projects were identified based on historical data as it relates to resident complaints associated with low water pressure and several work orders that resulted in temporary point repairs.

The work to be performed under these project upgrades will consist of the following but not limited to furnishing all labor, materials, tools, equipment, and incidentals and performing all work required to install, test, and place the proposed water main in service in a complete and functioning manner. All proposed projects will be shovel ready 1-month after issuance of the grant award.

Each project will consist of the following:

a. Remove existing 2-inch galvanized water main and replace with 8-inch ductile iron.
b. Install all necessary fittings and appurtenances.
c. Install thrust restrain systems for piping and fittings, as required.
d. Make connections to existing water mains using either tapping sleeves and valves or wet cut-ins.
e. Install fire hydrant assemblies and isolation valves.
f. Install service connections and reconnect existing service meters.
g. Pressure test and disinfect the new water main until testing and disinfection requirements of the specifications are met.
h. Backfill and compact the pipe trench in compliance with standard specifications.
i. Remove existing fire hydrants, when necessary, for salvage.
j. Remove existing valve boxes and refill the holes with compacted material. Cover surface with materials matching surrounding area.
k. Upgrade 2” existing water main with 8” pipe.
l. Restore all disturbed areas including driveways, parking areas, curbs, curb and gutter, sidewalks, yards, ornamental plantings, etc.
m. Maintain traffic control throughout the duration of construction.
n. Clean-up the project work area and return the area to its pre-construction conditions.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of East Point: Water Main Infrastructure Replacements – West Hamilton

**City of East Point, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking, ribbon cutting, or announcement type media event to include in the below project implementation schedule where feasible.*

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review and approval	3/10/2025
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	3/4/2026
Award Letter	GY 2025 CDBG Award to City of East Point	March 2026
Mayor Council Approval of East Point Contract	Next Calendar for Council Approval	March 2026
Fulton County East Point Contract	Contract Route for Execution	March 2026
Fulton County Notice to Proceed	Project Notice to Proceed for City of East Point	March 2026
Fulton County CDBG Project Preliminary Meeting	Meet with East Point Project Administrators for Project Schedule Review and Site Visit w/ Fulton County CDBG CD Specialist and CDBG CD Manager.	March 2026
Request for Proposals-Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consu ltants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	March 2026
Selection of Contractors Architects/Engineers/Consu ltants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	April 2026
Notice to Proceed to Contractor	City of East Point Notice to Proceed to Contractor/Award Conference/ Contract Execution	May 2026

Contract Provisions	The City of East Point shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	May 2026
Design Phase by Architect/Engineer[1]	Design/Specifications	June 2026
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	June 2026
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4th Quarter 2026

Fulton County Community Development Block Grant Program

ATTACHMENT C: PROJECT BUDGET

City of East Point: Water Main Infrastructure Replacements –

West Hamilton Ave (Phase 1 – 2026)
PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.) Consultant Fees	July 31, 2026	$150,000	$20,000
Total for Grant Award Year 2025		$150,000	$20,000

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Project Expenses	January 1, 2026, to August 31, 2026 Projections	Submission Date
Construction Costs ▪ Labor ▪ Equipment/Supplies	$15,000	5/31/2026
Construction Costs ▪ Labor Equipment/Supplies	$62,500	6/30/2026
Construction Costs ▪ Labor Equipment/Supplies	$62,500	7/31/2026
Construction Costs ▪ Labor Equipment/Supplies	$30,000	8/28/2026
TOTAL EXPENSES	$170,000	

Note: An updated project budget and reimbursement schedule shall be provided upon City of East Point's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before August 31st 2026.

ATTACHMENT D:
City of East Point – Water Main Infrastructure Replacement Initiative
West Cleveland Avenue
Quarterly Performance Report

Municipality: **City of East Point** CDBG Funding Year: ***2025***

Project Name: **Water Main Infrastructure Improvements – West Hamilton Avenue**

Administering Department***: City of East Point***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$150,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

FY 2025 INCOME LIMITS SUMMARY

	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Very Low Income (31%-50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Low Income (51%-80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2024 Income Limit Category	**Jan 1st – March 31st**	**April 1st – June 30th**	**July 1st – Sept 30th**	**Oct 1st – Dec 31st**
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of East Point** CDBG Funding Year: ***2025***

Project Name: **Water Main Infrastructure Replacement Initiative – West Hamilton Avenue**

Administering Department***: City of East Point***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$150,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are

of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2025

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.

7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement?	

	☐ Yes ☐ No			
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No			
21.	What sub-recipient staff members have responsibility for administering the project?			
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No			
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**			
23.	Are financial records kept in accordance with CDBG administrative requirements?			
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?		
		(1)	Retention Requirements (200.333)	☐ Yes ☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes ☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes ☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes ☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes ☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes ☐ No
		(7)	Records on Source and application of funds	☐ Yes ☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes ☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes ☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes ☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes ☐ No
	b.	Internal controls (200.303)		
		(1)	Effective internal controls (COSO)?	☐ Yes ☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes ☐ No
		(3)	Prompt action for non-compliance?	☐ Yes ☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes ☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No	
		(2)	Written method for resolution of audit findings? ☐	Yes ☐ No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No			
25.	If yes, what types of professional services have been retained?			

Type of Service	Name of Contractor

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	Type of Materials	Supplier	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	Description of Project	Contractor	Contract Amount
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? ☐ Yes ☐ No	
	b.	Written definition of duties of key employees? ☐ Yes ☐ No	
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No	
	d.	Separation of duties? ☐ Yes ☐ No	
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No	

	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		

NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.

FINDINGS:	
1.	
2.	
3.	
4.	
5.	
6.	

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

EXHIBIT C
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____

Title Company Name

Hereinafter, "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant, and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender, or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of East Point
2	Unique Entity Identifier (UEI)	NYACGEBAXVV1
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	1/1/2025-9/1/2032
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 12/31/2032
6	Amount of Federal Funds Obligated by This Action	$150,00.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$150,000.00
8	Total Amount of the CDBG Federal Award	$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for City of East Point's Water Main Infrastructure Improvements, West Hamilton Avenue. East Point Georgia.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of East Point is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official **X**	**Applicant** City of East Point
Title Mayor	**Date**

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Fairburn
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-25-UC-13-0003**
City of Fairburn's Unique Identifier Number (UEI):	**EAN3TJNSNVS5**
Federal Award Date:	**1/1/2025-9/1/2032**
Total Fulton County CDBG Municipality Agreement:	**$180,000.00**

THIS AGREEMENT entered this 4th day of March (month) 2026 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Fairburn** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on July 9, 2025, the Fulton County Board of Commissioners approved the 2023 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026, the Board of Commissioners approved the Fairburn project via Agenda Item_____.

WHEREAS, the City of Fairburn has been provided CDBG funds by Fulton County **for Pedestrian Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Fairburn in the amount of **$180,000.00**, shall be specifically used for the Pedestrian Improvements located at Orchard Street & Strickland Fairburn, Georgia for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Pedestrian Improvements to the Orchard Street & Strickland located at, Fairburn Georgia.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of December 2027.

III. BUDGET

The City of Fairburn shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$180,000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against the line-item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Mario B. Avery, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Fairburn 56 Malone Street S.W Fairburn, Georgia 30213
Phone:	(404) 612-8077	(770) 964-2244
Email:	Kim.benjamin@fultoncountyga.gov	mayoravery@fairburn.com

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for

determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.

2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County’s actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the

performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient aggresses to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF FAIRBURN, GEORGIA

_____
Hattie Portis-Jones, Mayor
City of Fairburn

ATTEST

_____
Brenda James
City Clerk

DATE:
_____

SEAL:

APPROVED AS TO FORM:

_____
Rory K. Starkey, City Attorney

DATE:
_____

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier, Clerk to the Commission

DATE:
_____

SEAL:

APPROVED AS TO CONTENT:

_____
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

_____
Office of the County Attorney

DATE:
_____

1

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2026 Project Description
City of Fairburn: Orchard Street and Strickland Pedestrian Improvements

The Orchard and Strickland Street Pedestrian Improvements Project involves the installation of sidewalk on Orchard Street and Strickland Street in the Lightning Neighborhood. The project also comprises the installation of new ADA handicap ramps, and the reconstruction of driveways to accommodate pedestrian movements. In addition, the project will consist of the preparation of sub-grade, saw-cutting and demolition of existing asphalt and concrete, as well as clean up and backfilling. The scope of work for Add Alternate #1 involves the installation of pedestrian lighting. The scope of the work for Add Alternate #2 involves milling, asphalt paving, the installation of decorative traffic-print textured paving crosswalks, manhole adjustments and associated tasks. No existing granite curb will be impacted by the proposed project.

The City of Fairburn completed a planning initiative in 2009, with significant public involvement, which identified this type of project as being a priority for the Lightning Neighborhood. This program is the result of the 2009 Livable Centers Initiative (LCI) Study and aligns with the recommendations identified in the short-term strategies for the City as we continue to improve the Lightning District. The completion of this proposed project will aid in satisfying some of the recommendations contained within the aforementioned study.

It is important to note that the Orchard and Strickland Street Pedestrian Improvements Project also stemmed from recommendations contained in the Lightning Community Strategic Plan, which is the community-based vision for guiding the growth of and change in the Lightning Neighborhood, and a direct result of the Lightning Community Development Study completed in 2019. It is also important to note that the Lightning Community Development Study ($59,240) was paid for with Fulton County Community Development Block Grant (CDBG) Funds.

The service area of the Fairburn program is approximately 500 homes within a quarter-mile radius of the project limits. Based on our occupancy records, we anticipate this project will positively impact over 1,000 residents in the area. Job creation is most likely negligible; however, the project will create work for approximately 20 employees, contractors, and suppliers. Because the intent of the project is to complete a construction project and create a fixed asset, no continuing employment will be affected by it.

Target Population: The target population for the public infrastructure improvements project as described above are the residents of Fairburn, particularly those within the Lightning Community. Mullis Street is a local roadway within the residential L/M income Lightning Community. The City currently has 1,038 residents residing in census tract 105.14, of which all are categorized as low/moderate income levels. The stated census tract is within the project activity area.

National Objective: The CDBG national objective being addressed is to provide low/moderate income persons under area benefit qualified by median income of the target population census tracts. The City of Fairburn has a median income of $43,886.

Fulton County Community Development Block Grant Program
ATTACHMENT B: 2026 Project Implementation Schedule
City of Fairburn: Orchard and Strickland Street Pedestrian Improvements

**City of Fairburn, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking, ribbon cutting, or announcement type media event to include in the below project implementation schedule where feasible.*

	TASK	DATE/YEAR
Environmental Review	Completion of Environmental Assessments, submittal, review and approval	5/13/2025
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	3/4/2026
Award Letter	2025 CDBG Award City of Fairburn	March 2026
Mayor Council Approval of Fairburn Contract	Next Calendar for Council Approval	February 9th or 23rd, 2026
Fulton County Fairburn Contract	Contract Route for Execution	March 2026
Fulton County Notice to Proceed	Project Notice to Proceed for City of Fairburn	March 2026
City Award to Bid	City of Fairburn to provide Notice of Award to most responsible bidder. PROJECT IMPROVEMENT RECORDS - The City of Fairburn will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; CDBG Compliance Documents and Basis for the award cost or price.	04/15/2026
Request for Proposals from Architects/Engineers/Consultants[1]	Receive proposal for services (Architect/Engineering Services)	RFP, On-Call Professional Engineering & Landscape Architectural Services. 05/25/2022.
Selection of A&E/Consultants by City[1]	Approve and proceed Services Awarded	On-Call Professional Engineering & Landscape Architecture Contract Awarded to Pond & Company 10/10/2022.
Design Phase by Architect/Engineer[1]	Design/Specifications	04/17/2025 - Task Order #31, Orchard-Strickland Street Pedestrian Improvements Project Design Services.
Approval of Award to Contractor	Approval of Contractor Award by Mayor Council	04/13/2026: Anticipated City Council Meeting presentation
Notice of Award to Contractor	Award Conference **Note: Actual Date Pending Fulton County Notice to Proceed**	04/15/2026
Contract Administration[1]	The City of Fairburn will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the	04/15/2026

	contract and to ensure adequate and timely follow-up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	
Contractor Provisions[1]	The City of Fairburn will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequate and timely follow-up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	04/15/2026
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals as applicable of Davis Bacon, Certified Payrolls & other applicable HUD requirements as well as reimbursement schedule according to contract timely progression. Project delays shall be communicated in writing to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County Community Development Specialist.	06/01/2026 – 10/31/2026
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4th Quarter 2026

Fulton County Community Development Block Grant Program
ATTACHMENT C: 2026 PROJECT BUDGET
City of Fairburn: Orchard and Strickland Street Pedestrian Improvements Project

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.)	06/01/26 –10/31/26	$180,000	$305,000
Total Grant Award 2025	10/31/2026	$180,000	$305,000

REIMBURSEMENT EXPENDITURE SCHEDULE
(insert new projections and submission dates based on $180,000)

Municipality Expenses (update below)	January 1, 2026, to October 31, 2026 Projections	Submission Date
Construction Costs ▪ Labor ▪ Equipment/Supplies	$180,000	10/16/2026
Equipment/Materials ▪ Pedestrian Light Poles		
Construction Costs ▪ Milling ▪ Paving		
TOTAL EXPENSES	$180,000	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Fairburn's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before October 31st, 2026.

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Fairburn – Pedestrian Improvements Orchard Street & Strickland
Quarterly Performance Report

Municipality: **City of Fairburn** CDBG Funding Year: ***2025***

Project Name: **Orchard Street & Strickland Pedestrian Improvements**

Administering Department***: City of Fairburn***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$180,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

FY 2025 INCOME LIMITS SUMMARY

	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Very Low Income (31%-50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Low Income (51%-80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2024 Income Limit Category	**Jan 1st – March 31st**	**April 1st – June 30th**	**July 1st – Sept 30th**	**Oct 1st – Dec 31st**
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								

Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Prepared by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date: _____**

CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date: _____**

CD Manager Signature

Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of Fairburn** CDBG Funding Year: ***2025***

Project Name: **Orchard Street & Strickland Pedestrian Improvements**

Administering Department***: City of Fairburn***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$180,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: □ District 1 □ District 2 □ District 3
□ District 4 □ District 5 □ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: Suitable Living Environment	□ Accessibility for the purpose of creating Suitable Living Environments	□ Affordability for the purpose of creating Suitable Living Environments	□ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: Decent Housing	□ Accessibility for the purpose of providing Decent Housing	□ Affordability for the purpose of providing Decent Housing	□ Sustainability for the purpose of providing Decent Housing
Objective #3: Economic Opportunity	□ Accessibility for the purpose of creating Economic Opportunities	□ Affordability for the purpose of creating Economic Opportunities	□ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2024

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

Monitoring Results

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit

4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDBG Sub-recipient Monitoring Checklist

A.	GENERAL INFORMATION	
1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a. Type of eligible activity:

b. Regulatory citation:

c. If this is a public service activity:

- New activity
- Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:	$	
8.	Amount of CDBG funds expended by sub-recipient:	$	
9.	Amount of CDBG funds that remain unexpended for this activity:	$	
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement?	

	☐ Yes ☐ No				
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings? ☐	Yes ☐	No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	Type of Materials	Supplier	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	Description of Project	Contractor	Contract Amount
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? ☐ Yes ☐ No	
	b.	Written definition of duties of key employees? ☐ Yes ☐ No	
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No	
	d.	Separation of duties? ☐ Yes ☐ No	
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No	
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such	

		as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed. ☐ Yes ☐ No

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to ensure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		

NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.

FINDINGS:	
1.	
2.	
3.	
4.	
5.	
6.	

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

EXHIBIT C
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____

Title Company Name

Hereinafter, "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant, and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender, or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

EXHIBIT C
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____

Title Company Name

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3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Fairburn
2	Subrecipient DUNS Number	EAN3TJNSNVS5
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	1/1/2025-9/1/2032
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 12/31/2032
6	Amount of Federal Funds Obligated by This Action	$180,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$180,000.00
8	Total Amount of the CDBG Federal Award	$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for the City of Fairburn's Pedestrian Improvements located at Orchard Street & Strickland, Fairburn.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.

15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states “Do not include indirect cost rates for subrecipients.”
17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Fairburn is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the “Cost Reimbursement Budget” as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County’s receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors’ and suppliers’ invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at

		the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official **X**	**Applicant** City of Fairburn
Title Mayor	**Date**

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Hapeville
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-25-UC-13-0003**
City of Hapeville's Unique Identifier Number (UEI) :	**G8LGEN6VNTB9**
Federal Award Date:	**1/1/2025-9/1/2032**
Total Fulton County CDBG Municipality Agreement:	**$120,000.00**

THIS AGREEMENT entered this 4th March (month) 2026 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Hapeville** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on July 9th, 2025 the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026 the Board of Commissioners approved the Hapeville project via Agenda Item_____.

WHEREAS, the City of Hapeville has been provided CDBG funds by Fulton County **for Public Park Improvements at the John Lewis Park Phase I** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Hapeville in the amount of **$120,000.00**, shall be specifically used for the City of Hapeville's John Lewis Park Improvements located 488 King Arnold Street, Hapeville Georgia 30354 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2025 a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Improvements to the John Lewis Park-488 King Arnold Street, Hapeville Georgia 30354.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of December 2027.

III. BUDGET

The City of Hapeville shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$120,000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lee Sudduth Director, Community Services
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354
Phone:	(404) 612-8077	(404) 669-2120
Email:	Kim.benjamin@fultoncountyga.gov	lsudduth@hapeville.org

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive

termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such

time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon

information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies

and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and

very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318

relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF HAPEVILLE, GEORGIA

_____
Allan Hallman, Mayor
City of Hapeville

ATTEST

_____
Sharee Steed
City Clerk

DATE:
_____

SEAL:

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier, Clerk to the Commission

DATE:
_____

SEAL:

APPROVED AS TO CONTENT:

_____
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

_____
Lajuana C. Ransaw, City Attorney

DATE:

APPROVED AS TO FORM:

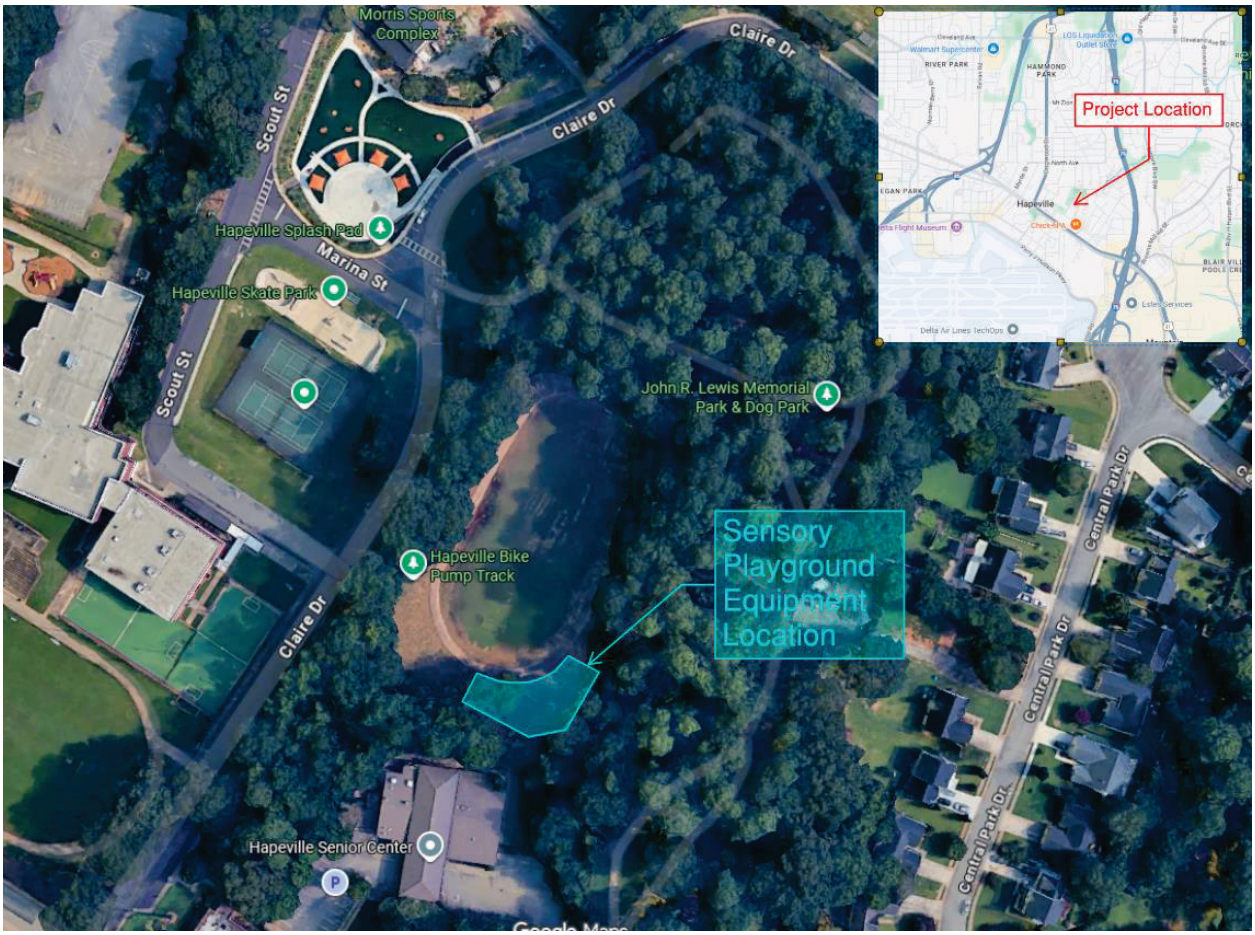
_____
Office of the County Attorney

DATE:

1

Fulton County Community Development Block Grant Program
ATTACHMENT A- Project Description
City of Hapeville: John Lewis Park Improvements- Sensory Playground Equipment & Giant Slides

This project consists of installing new sensory playground equipment at John R. Lewis Memorial Park, as well as giant hill slides. Additional equipment will enhance visitor experience by providing children and families more locations to engage, play, and exercise.



Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Hapeville: John Lewis Park Improvements-
Sensory Playground Equipment & Giant Hill Slides

**City of Hapeville, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking, ribbon cutting, or announcement type media event to include in the below project implementation schedule where feasible.*

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	3/18/2025
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	March 4, 2026
Award Letter	GY 2025 CDBG Award to City of Hapeville	March 2026
Mayor Council Approval of Hapeville Contract	Next Calendar for Mayor Council Approval	March 2026
Fulton County CDBG Contract	Contract Route for Execution	March 2026
Fulton County Notice to Proceed	Project Notice to Proceed to City of Hapeville	March 2026
Request for Proposals-Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	March 2026
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	April 2026
Notice to Proceed to Contractor	City of Hapeville Notice to Proceed to Contractor/Award Conference/ Contract Execution	April 2026
Contract Provisions	The City of Hapeville shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Contract Engineer	Design/Specifications (*underway)	January – March 2026
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	May - August 2026
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager..	4th Quarter 2026

Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Hapeville: John Lewis Park Improvements- Sensory Playground Equipment & Giant Hill Slides

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, Consultant Fees etc.)	AUGUST 2026	$120,000	$0.00
Total for Grant Award Year 2025		$ 120,000	$0.00

HAPEVILLE REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Project Expenses	Reimbursement Projections	Submission Date
Project Consultant Fees	$0.00	N/A
Project Consultant Fees	$0.00	N/A
Construction Costs ▪ Labor Equipment/Supplies Consultant Fees	$120,000	8//2026
TOTAL EXPENSES	$120,000	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Hapeville's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before August 31th 2026.

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Hapeville – City Park Improvements
Quarterly Performance Report

Municipality: **City of Hapeville** CDBG Funding Year: ***2025***

Project Name: **John R. Lewis Park Improvements**

Administering Department***: City of Hapeville***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$120,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

FY 2025 INCOME LIMITS SUMMARY								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Very Low Income (31%-50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Low Income (51%-80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2024 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of Hapeville** CDBG Funding Year: ***2025***

Project Name: **John R. Lewis Park Improvements**

Administering Department***: City of Hapeville***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$ 120,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2025

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement? ☐ Yes ☐ No	

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings? ☐	Yes ☐	No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	Type of Materials	Supplier	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	Description of Project	Contractor	Contract Amount
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? ☐ Yes ☐ No	
	b.	Written definition of duties of key employees? ☐ Yes ☐ No	
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No	
	d.	Separation of duties? ☐ Yes ☐ No	
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No	
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No	
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No	

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

EXHIBIT A
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____

Title Company Name

Hereinafter, "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant, and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender, or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ TITLE: _____

SIGNATURE: _____

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Hapeville
2	Subrecipient Unique Identifier Number (UEI)	G8LGEN6VNTB9
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	1/1/2025-9/1/2032
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 12/31/2032
6	Amount of Federal Funds Obligated by This Action	$120,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$120,000.00
8	Total Amount of the CDBG Federal Award	$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for the City of Hapeville John R. Lewis Park Improvements 488 King Arnold Street, Hapeville Georgia 30354.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states “Do not include indirect cost rates for subrecipients.”

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Hapeville is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official **X**	**Applicant** City of Hapeville
Title Mayor	**Date**

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

EQUAL HOUSING OPPORTUNITY

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Palmetto
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification (UEI):	**B-25-UC-13-0003**
City of Palmetto's Unique Identifier Number:	**YKCRPD93JMF5**
Federal Award Date:	**1/1/2025-9/1/2032**
Total Fulton County CDBG Municipality Agreement:	**$70,000.00**

THIS AGREEMENT entered this 4th day of March (month) 2026 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Palmetto** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on July 9, 2026 the Fulton County Board of Commissioners approved the 2023 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026, the Board of Commissioners approved the project via Agenda Item_____.

WHEREAS, the City of Palmetto has been provided CDBG funds by Fulton County **for Public Facilities Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Palmetto in the amount of **$70,000.00**, shall be specifically used for the improvements of Ground Water Line Looping located at Spring Street / Rhea Street to Pleasant Street Palmetto Georgia 30268 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2030 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Groundwater line looping for improvements to the Water Systems at Spring Street / Rhea Street to Pleasant Street Palmetto Georgia.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of December 2027.

III. BUDGET

The City of Palmetto shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$70,000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Teresa Thomas-Smith, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Palmetto City Hall 509 Toombs Street Palmetto, Georgia 30268
Phone:	(404) 612-8077	(770) 463-3378
Email:	Kim.benjamin@fultoncountyga.gov	tthomassmith@citypalmetto.com

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.

- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be

prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a

direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
   1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
   2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
   3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
   4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
   5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications
The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement
The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions
The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity
The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards
The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance
Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those

sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.
c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF PALMETTO, GEORGIA

_____
Teresa Thomas-Smith, Mayor
City of Palmetto

ATTEST

_____
Jarvis Ridges
City Clerk

DATE:

_____

SEAL:

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier, Clerk to the Commission

DATE:

_____

SEAL:

APPROVED AS TO CONTENT:

_____
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

_____
Dennis Davenport, Attorney
City of Palmetto

DATE:

APPROVED AS TO FORM:

_____
Office of the County Attorney

DATE:

Fulton County Community Development Block Grant Program ATTACHMENT A- 2024 Project Description City of Palmetto: Water System Looping / CCTV Investigation

This project for Rahe Street will include water main looping. The looping will consist of upsizing an existing two inch main to a six inch from the intersection of Rahe Street and Spring Street going down to Pleasant Street and tying into an existing six inch on Pleasant Street. This project will increase the water quality and pressure. The areas that will benefit from this project will be within one or two census tracts either the 61.13% or the 52.9% in the middle of the map attached.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Palmetto

**City of Palmetto, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking, ribbon cutting, or announcement type media event to include in the below project implementation schedule where feasible.*

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	3/7/2025
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	3/4/2026
Award Letter	GY 2025 CDBG Award City of Palmetto	March 2026
Mayor Council Approval of Palmetto Contract	Next Calendar for Mayor Council Approval	March 2026
Fulton County Palmetto Contract	Contract Route for Execution	March 2026
Fulton County Notice to Proceed	Project Notice to Proceed to City of Palmetto	March 2026
Fulton County CDBG Project Preliminary Meeting	Meet with Palmetto Project Administrators for Project Schedule Review and Site Visit w/ Fulton County CDBG CD Specialist and CDBG CD Manager.	March 2026
Request for Proposals-Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	March 2026
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	April 2026
Notice to Proceed to Contractor	City of Palmetto Notice to Proceed to Contractor/Award Conference/ Contract Execution	May 2026
Contract Provisions	The City of Palmetto shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all procurement activities and purchases. The agency will evaluate	On Going

	contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	
Design Phase by Contract Engineer	Design/Specifications	May 2026
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	June July August 2026
Project Close Out	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4th Quarter 2026

Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Palmetto: Ground Water Line Looping
PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.	August 31 2026	$70,000	$0
Total for Grant Award Year 2026		$	$0

CDBG REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Reimbursement Projections	Submission Date
Purchase of Ductile Iron Pipe, Valves, Fire Hydrant, and Fittings	$35,000	June 2026
Installation of the above construction materials	$35,000	August 2026
Total Expenses	$70,000	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Palmetto's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before August 31 2026.

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Palmetto – City of Palmetto: Ground water Line Looping

Municipality: **City of Palmetto** CDBG Funding Year: ***2025***

Project Name: **Ground Water Line Looping Phase II**

Administering Department***: City of Palmetto***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$70,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

FY 2025 INCOME LIMITS SUMMARY								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Very Low Income (31%-50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Low Income (51%-80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2025 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Fulton County Community Development Block Grant Program
EXHIBIT D1: Year End Performance Report

Municipality: **City of Palmetto** CDBG Funding Year: ***2025***

Project Name: **City of Palmetto: Water System Looping**

Administering Department***: City of Palmetto***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$70,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.

7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

Monitoring Results

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

Follow Up Action

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

Resolving Monitoring Findings

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	□ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	□ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement?	

	☐ Yes ☐ No				
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings? ☐	Yes ☐	No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	Type of Materials	Supplier	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	Description of Project	Contractor	Contract Amount
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? ☐ Yes ☐ No	
	b.	Written definition of duties of key employees? ☐ Yes ☐ No	
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No	
	d.	Separation of duties? ☐ Yes ☐ No	
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No	

	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to ensure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		

NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.

FINDINGS:	
1.	
2.	
3.	
4.	
5.	
6.	

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

EXHIBIT C
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____

Title Company Name

Hereinafter, "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant, and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender, or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Palmetto
2	Subrecipient Unique Entity Identifier (UEI)	YKCRPD93JMF5
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	1/1/2025-9/1/2032
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 9/1/2032
6	Amount of Federal Funds Obligated by This Action	$70,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$70,000.00
8	Total Amount of the CDBG Federal Award	$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for City of Palmetto's Water System Looping Improvements at Spring Street /Rhea Street Pleasant Street Palmetto, Georgia 30268.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Palmetto is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official **X**	**Applicant** City of Palmetto
Title Mayor	**Date**

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Union City
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-25-UC-13-0003
City of Union City's Unique Identifier (UEI): VAENLNTWEEL5
Federal Award Date: 1/1/2025-9/1/2032
Total Fulton County CDBG Municipality Agreement: $180,000.00

THIS AGREEMENT entered this 4th day of March (month) 2026 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Union City** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on July 9, 2025, the Fulton County Board of Commissioners approved the 2025 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026, the Board of Commissioners approved the project via Agenda Item _____.

WHEREAS, the City of Union City has been provided CDBG funds by Fulton County **for Shannon Parkway Park Improvements Phase II** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Union City in the amount of **$180,000.00**, shall be specifically used for the park improvements of Shannon Parkway Park Phase II, 0 Shannon Parkway (Parcel ID: 09F150300631213) Union City Georgia for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Improvements to the Shannon Parkway Park Phase II – Located at 0 Shannon Parkway (Parcel ID: 09F150300631213*:), Union City, Georgia.*

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of December 2027.

III. BUDGET

The City of Union City shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$180,0000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lonnie Ferguson, Director
Address:	Fulton County Community Development Department 137 Peachtree Street	City of Union City 5047 Union Street

	Atlanta, Georgia 30303	Union City, Georgia 30291
Phone:	(404) 612-8077	(770) 964-2288
Email:	Kim.benjamin@fultoncountyga.gov	lferguson@unioncity.org

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive

termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such

time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash

requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small

Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
   1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
   2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
   3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
   4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
   5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended

by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision

will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead

based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF UNION CITY, GEORGIA

_____
Vince Williams, Mayor
City of Union City

ATTEST

_____
Darryl J. Terry, II
City Clerk

DATE:
_____

SEAL:

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier, Clerk to the Commission

DATE:
_____

SEAL:

APPROVED AS TO CONTENT:

_____
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

_____
Dennis Davenport, City Attorney

DATE:

APPROVED AS TO FORM:

_____
Office of the County Attorney

DATE:

1

Fulton County Community Development Block Grant Program
ATTACHMENT A- Project Description
City of Union City: Shannon Parkway Park Improvements Phase II

The Shannon Parkway Park project includes properties located on Shannon Parkway north of SR138. The project will provide an open green space that will create a generous collective landscape for the community to gather, recreate and enjoy the beautiful natural environment of Union City and will serve as the second segment of the Union Station Greenway Trail. Features included in the park will be play area, pavilion, restrooms, boardwalks, parking and related infrastructure.

Census Tract – 105.24
Block Group - 1001

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Union City: Shannon Parkway Park Improvements Phase II

**City of Union City, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking, ribbon cutting, or announcement type media event to include in the below project implementation schedule where feasible.*

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	11/1/2024
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	3/4/2026
Award Letter	GY 2025 CDBG Award City to Union City	March 2026
Mayor Council Approval of CDBG Contract	Next Calendar for Mayor Council Approval	March 2026
Fulton County CDBG Contract	Contract Route for Execution	March 2026
Fulton County Notice to Proceed	Project Notice to Proceed to City of Union City	
Request for Proposals-Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	Complete
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	Complete
Notice to Proceed to Contractor	Union City Notice to Proceed to Contractor/Award Conference/ Contract Execution	Not Applicable
Contract Provisions	Union City shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Contract Engineer	Design/Specifications	April – August 2026
Project Construction	As applicable- Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage	***Note: This project is for Design & Engineering works only.***

	Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4th Quarter 2026

Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Union City: Shannon Parkway Park Improvements Phase II
PROJECT DELIVERY OPERATING BUDGET
(update below. Insert reimbursement projections and anticipated submission dates below based on $180,000 award amount)

PROJECT EXPENSES	Projected DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.) Consultant Fees	August 31, 2026	$180,000	Federal Funds (enter amount)
Total for Grant Award Year 2025	$180,000		

REIMBURSEMENT EXPENDITURE SCHEDULE
(update below. Insert reimbursement projections and anticipated submission dates below based on $285,406 award amount)

Municipality Expenses (provide updates here) Can not be a total planning activity	Reimbursement Projections	Submission Date
Preliminary Engineering Costs Consultant Fees	$20.000	5/15/2026
Preliminary Engineering Costs Consultant Fees	$30,000	6/15/2026
Preliminary Engineering Costs Consultant Fees	$50,000	7/15/2026
Preliminary Engineering Costs Consultant Fees	$80,000	8/15/2026
Total Expenses	$180,000	

Note: Note: An updated project budget and reimbursement schedule shall be provided upon City of Alpharetta's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before August 31st 2026.

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Union City – Shannon Parkway Park Improvements Phase II
Quarterly Performance Report

Municipality: **City of Union CIty** CDBG Funding Year: ***2025***

Project Name: **Shannon Parkway Park Phase II**

Administering Department***: City of Union City***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$180,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

FY 2025 INCOME LIMITS SUMMARY								
	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Very Low Income (31%-50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Low Income (51%-80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2025 Income Limit Category	**Jan 1st – March 31st**	**April 1st – June 30th**	**July 1st – Sept 30th**	**Oct 1st – Dec 31st**
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Prepared by Municipality: _____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality: _____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____
CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____
CD Manager Signature

Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of Union City** CDBG Funding Year: ***2025***

Project Name: **Shannon Parkway Park Phase II**

Administering Department***: City of Union City***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$180,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of draw downs within reporting period: _____
Total amount of draw downs to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: □ District 1 □ District 2 □ District 3
□ District 4 □ District 5 □ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: Suitable Living Environment	□ Accessibility for the purpose of creating Suitable Living Environments	□ Affordability for the purpose of creating Suitable Living Environments	□ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: Decent Housing	□ Accessibility for the purpose of providing Decent Housing	□ Affordability for the purpose of providing Decent Housing	□ Sustainability for the purpose of providing Decent Housing
Objective #3: Economic Opportunity	□ Accessibility for the purpose of creating Economic Opportunities	□ Affordability for the purpose of creating Economic Opportunities	□ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Approved by Municipality: _____ **Date:** _____

Name and Title

_____ **Title:** _____

Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____

CD Manager Signature

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan for appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

Monitoring Results

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit

3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDBG Sub-recipient Monitoring Checklist

A.	GENERAL INFORMATION	
1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

	a.	Type of eligible activity:
	b.	Regulatory citation:
	c.	If this is a public service activity:
		New activity
		Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:	$	
8.	Amount of CDBG funds expended by sub-recipient:	$	
9.	Amount of CDBG funds that remain unexpended for this activity:	$	
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement?	

	☐ Yes ☐ No				
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings? ☐	Yes ☐	No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	Type of Materials	Supplier	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	Description of Project	Contractor	Contract Amount
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? ☐ Yes ☐ No	
	b.	Written definition of duties of key employees? ☐ Yes ☐ No	
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No	
	d.	Separation of duties? ☐ Yes ☐ No	
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No	
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such	

		as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed. ☐ Yes ☐ No

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		

NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.

FINDINGS:	
1.	
2.	
3.	
4.	
5.	
6.	

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

EXHIBIT C
PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____)
Name

_____ _____
Title Company Name

Hereinafter, "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant, and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender, or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ TITLE: _____

SIGNATURE: _____

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Union City
2	Subrecipient Unique Entity Identifier (UEI)	VAENLNTWEEL5
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	1/1/2025-9/1/2032
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 12/31/2032
6	Amount of Federal Funds Obligated by This Action	$180,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$180,000.00
8	Total Amount of the CDBG Federal Award	$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for City of Union City's Shannon Parkway Park Phase II located at 0 Shannon Parkway (Parcel ID: 09F150300631213).
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.

15	Additional Requirements Imposed by the Pass-Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states “Do not include indirect cost rates for subrecipients.”
17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Union City is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the “Cost Reimbursement Budget” as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County’s receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors’ and suppliers’ invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at

		the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official **X**	**Applicant** City of Union City
Title Mayor	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0111 **Meeting Date:** 3/4/2026

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend the Community Development Block Grant (CDBG) contract agreement with City of Alpharetta ($110,000.00) to conform its terms and conditions with the January 21, 2025 revocation of Executive Order 11246 by Executive Order 14173; and authorize the Chairman to execute the Amendment and related documents; authorizing the County Attorney to approve the Amendment and related documents as to form and to make modifications thereto prior to execution; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Fulton County Code § 102-420, contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

On December 18, 2024, the Board of Commissioners approved item # 24-0882 to enter into CDBG

contract with the City of Alpharetta ($110,000) to be used for ADA parking improvements at the Alpharetta Adult Activity Center located at 13450 Cogburn Road, Alpharetta, Georgia 30004.

The CDBG contract must be amended to conform to the January 21, 2025, revocation of Executive Order 11246 by Executive Order 14173.

Scope of Work: The ADA Parking Improvements at Alpharetta Adult Activity Center project entails the expansion of ADA-accessible parking capacity, for handicap barrier removal, as well as improvement of ADA accessibility facilities and accouterments, and the barrier removal and rehabilitation of parking facilities. The Alpharetta Adult Activity Center is a facility providing recreation, socialization, and educational programming for senior adults (50+ years of age) in Alpharetta and adjacent North Fulton Communities.
Community Impact: The Department of Community Development can continue to support low-to-moderate-income citizens with CDBG funds and meet HUD CDBG expenditure requirements.

Department Recommendation: Approve the requested action.

Project Implications: The contract allows needed ADA modifications to improve accessibility to the Alpharetta Adult Activity Center for senior adults.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

865 121 8521 V179 GY24 850

AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT

THIS AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT (this "***Amendment***") is made and entered into as of the _____ day of _____, 2026 ("***Effective Date***"), between **FULTON COUNTY**, a political subdivision of the State of Georgia ("***Grantee***"), and **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia ("***Subrecipient***"), collectively, the "***Parties***".

WITNESSETH THAT:

WHEREAS, Grantee and Subrecipient have made and entered into that certain Community Development Block Grant ("***CDBG***") Program Agreement, dated July 14, 2025, regarding CDBG funds awarded to Subrecipient in the amount of $110,000 to be used for ADA parking improvements at the Alpharetta Adult Activity Center located at 13450 Cogburn Road, Alpharetta, Georgia 30004 (the "***Agreement***"); and

WHEREAS, the project activities funded by such CDBG award are designed to benefit low-moderate income citizens of Fulton County and meet the CDBG national objective; and

WHEREAS, Section VII.G of the Agreement provides for the amendment of the Agreement to conform with federal, state, and local governmental guidelines and policies; and

WHEREAS, the Parties desire to amend the Agreement to conform its terms and conditions with the January 21, 2025 revocation of Executive Order 11246 by Executive Order 14173.

NOW, THEREFORE, for and in consideration of the foregoing, the public purposes, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree to amend the Agreement as follows:

A. **Amendment to Section X.A of the Agreement**. The Agreement is hereby modified and amended by deleting the portion of Section X.A.1 of the Agreement which reads as follows: "Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.", and substituting in lieu thereof the following:

"and Executive Order 11063."

B. **Amendment to Section X.B of the Agreement**. The Agreement is hereby modified and amended by deleting in its entirety Section X.B of the Agreement, including the entirety of Subsections 1 through 6 of such Section, and substituting in lieu thereof the following:

"**B. Reserved**"

C. **Ratification**. Except as expressly modified and amended by this Amendment, the Agreement is and shall remain in full force and effect. The Parties hereby ratify and confirm the Agreement as modified herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

CITY OF ALPHARETTA, GEORGIA

_____
Jim Gilvin
Mayor

_____
Chris Lagerbloom
City Administrator

Attest: _____
Lauren Shapiro
City Clerk

[SEAL]

Approved as to form:

_____
Molly Esswein, City Attorney

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts
Chairman
Board of Commissioners

Attest: _____
Tonya Grier
County Clerk

[COUNTY SEAL]

Approved as to content:

_____
Stanley Wilson, Director
Department of Community Development

Approved as to form:

_____
Chad Alexis
Office of the County Attorney

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FULTON COUNTY

DOCUMENT EXECUTION COVERSHEET

Contact Information

Date	8/12/2025	Phone	404 612-8077
Name	Kim Benjamin	Email	Kim.benjamin@fultoncountyga.gov
Department	Community Development		

Agenda Item Information

BOC Meeting Date	6/6/2024
Agenda Item Number	24-0882
Agenda Item Description	Improvements to the Alpharetta Adult Activity Center – ADA Parking Improvements

Reviewed by County Manager's Office:

DocuSigned by:

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Alana Gillespie

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FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Alpharetta
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-24-UC-13-0003**
City of Alpharetta's Unique Entity Identifier (UEI):	**GKW5HJAHNJJ2**
Federal Award Date:	**1/1/2024-9/1/2031**
Total Fulton County CDBG Municipality Agreement:	**$110,000.00**

THIS AGREEMENT entered this 14th day of July (month) 2025 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Alpharetta** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on June 6, 2024, the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (24-0440) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On December 18th, 2024, the Board of Commissioners approved the project via Agenda Item 24-0882.

WHEREAS, the City of Alpharetta has been provided CDBG funds by Fulton County **for Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Alpharetta in the amount of **$110,000**, shall be specifically used for the improvements of the Alpharetta Adult Activity Center– ADA Parking Improvements located at 13450 Cogburn Road, Alpharetta, Georgia 30004 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

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I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Improvements to the Alpharetta Adult Activity Center-ADA Parking Improvements, Alpharetta, Georgia 30004.

A copy of the complete scope of work is attached in **Attachment A**.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 14th day of July 2025 and shall end on the 31st day of December 2026.

III. BUDGET

The City of Alpharetta shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$110,000** and **Expenses for eligible activities shall be retroactive to January 1, 2024.** Drawdowns for the payment of eligible expenses shall be made against the line-item budget specified in Paragraph III herein and in accordance with performance.

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V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Morgan Rodgers
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Alpharetta 1825 Old Milton Parkway Alpharetta, Georgia 30009
Phone:	(404) 612-8077	(678) 297-6103
Email:	Kim.benjamin@fultoncountyga.gov	mrodgers@alpharetta.ga.us

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

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limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- Records required to determine the eligibility of activities
- Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

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3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such

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plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:
   1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
   2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
   3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
   4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
   5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
   6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
   1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
   2. Make information on forthcoming opportunities available and arrange time frames for

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purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

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the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial

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actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to

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employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing

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direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

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c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that

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the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications should point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

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XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

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IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor
City of Alpharetta

Chris Lagerbloom
City Administrator

ATTEST

Lauren Shapiro
City Clerk

DATE: 7.23.2025

SEAL:

APPROVED AS TO FORM:

Molly Esswein, City Attorney

DATE: 7.23.2025

FULTON COUNTY, GEORGIA

Signed by:
Robert L Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

Signed by:
EEC476C4837648D...
Tonya Grier, Clerk to the Commission

Signed by:
DATE: 08/18/2025 | 11:16 AM EDT

SEAL

APPROVED AS TO CONTENT:

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Director
Department of Community Development

APPROVED AS TO FORM:

Signed by:
chad alexis
968A614CF1584A5...
County Attorney

DATE: 08/15/2025 | 12:03 PM EDT

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Fulton County Community Development Block Grant Program
ATTACHMENT A- Project Description
City of Alpharetta: Adult Day/DA Accessibility Improvements

The ADA Parking Improvements at Alpharetta Adult Activity Center project entails the expansion of ADA-accessible parking capacity, for handicap barrier removal, as well as improvement of ADA accessibility facilities and accouterments, and the barrier removal and rehabilitation of parking facilities. The Alpharetta Adult Activity Center is a facility providing recreation, socialization, and educational programming for senior adults (50+ years of age) in Alpharetta and adjacent North Fulton Communities.

The facility was constructed in 1988 and draws over 27,000 participants (average age 65-72) annually, who engage in age and ability-appropriate activities five days a week, year-round. The parking area is shared with an adjoining 12-court pickleball center estimated to attract over 4,000 participants of all ages annually. The high usage of the facilities places a strain on parking and leads to rapid deterioration of the parking lots. As the local population ages, we are seeing an increasing need for ADA-accessible parking, and improvements to the parking area are needed to ensure that it is safe and easily accessible for our older population. The proposed project consists of the following:

1. Redesign of the parking facilities to expand ADA-accessible parking
2. Site demolition and grading, including curb, gutter, and sidewalks/walkways to reduce slope/improve accessibility
3. Mill existing asphalt where full demolition is not necessary
4. Inlay asphalt and install new curbs, gutters, and sidewalks
5. Additional items: survey; storm structure modification; removal, re-installation of existing wheel stops; new wheel stop purchase and installation; striping; bonds; and insurance

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Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Alpharetta: Adult Day-ADA Accessibility Improvements

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	Complete on 12/8/2023
Board of Commissioners Approval	Board of Commissioners Approve 2024 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	12/18/2024
Award Letter	GY 2024 CDBG to City of Alpharetta	1/8/2025
Mayor Council Approval of Alpharetta Contract	Next Calendar for Mayor Council Approval	7/14/2025
Fulton County Alpharetta Contract	Contract Route for Execution	July 2025
Fulton County Notice to Proceed	Project Notice to Proceed to City of Alpharetta	July 2025
Request for Proposals for Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	August 2025
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	August 2025
Notice to Proceed to Contractor	City of Alpharetta Notice to Proceed to Contractor/Award Conference/ Contract Execution	August 2025
Contract Provisions	The City of Alpharetta shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Contract Engineer	Design/Specifications	Complete
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	August September October 2025
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4th Quarter 2025

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Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Alpharetta: Adult Day-ADA Accessibility Improvements

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.) Consultant Fees	August – October 2025	$110,000.00	$257,359.00
Total for Grant Award Year 2024 Award		$110,000	

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Reimbursement Projections	Submission Date
• Design & Construction Costs	$25,000.00	3rd Quarter
Construction Costs ▪ Labor/Materials ADA Parking	$45,000.00	3rd Quarter
Construction Costs ▪ Site work and mobilization	$40,000.00	3rd Quarter
TOTAL EXPENSES	$110,000.00	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Alpharetta's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement.

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Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Alpharetta – Alpharetta Adult Activity Center – ADA Parking Improvements
Quarterly Performance Report

Municipality: **City of Alpharetta** CDBG Funding Year: ***2024***

Project Name: **Alpharetta Adult Activity Center – ADA Parking Improvements**

Administering Department***: City of Alpharetta***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$110,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of drawdowns within reporting period: _____
Total amount of drawdowns to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

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HUD INCOME LIMITS SUMMARY as of June 1, 2025

	Persons in Family							
	1	2	3	4	5	6	7	8
Very Low (50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Extremely Low Income (30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Low Income (80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2025 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Very Low (50%)				
Extremely Low Income (30%)				
Low Income (80%)				
Totals				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								

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Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program. List here.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	Enter Total Amount Here:

Prepared by Municipality: _____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality: _____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____
CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____
CD Manager Signature

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Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of Alpharetta** CDBG Funding Year: ***2024***

Project Name: **Alpharetta Adult Activity Center – ADA Parking Improvements**

Administering Department***: City of Alpharetta***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$110,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____

Has CDBG spending occurred for this project? ☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of drawdowns within reporting period: _____
Total amount of drawdowns to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

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Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

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Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

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Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: Suitable Living Environment	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: Decent Housing	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: Economic Opportunity	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____
CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____
CD Manager Signature

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Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

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EXHIBIT B

SUB-RECIPIENT MONITORING PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

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General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third-party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

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MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

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FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

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3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

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11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement?	

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	☐ Yes ☐ No				
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings?	☐ Yes	☐ No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

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26.	How were professional services procured?
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No
28.	If yes, what types of materials and supplies have been purchased?

Type of Materials	Supplier

29.	How were materials and supplies procured?
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No

Description of Project	Contractor	Contract Amount

31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:

a.	Organizational chart?	☐ Yes ☐ No
b.	Written definition of duties of key employees?	☐ Yes ☐ No
c.	Formal system of authorization and supervision?	☐ Yes ☐ No
d.	Separation of duties?	☐ Yes ☐ No
e.	Staff qualifications for accounting functions?	☐ Yes ☐ No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	☐ Yes ☐ No

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	g.	Comparison of financial records to actual assets and liabilities performed. ☐ Yes ☐ No
35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts ☐ Yes ☐ No
	b.	Cash receipts journal ☐ Yes ☐ No
	c.	Cash disbursements journal ☐ Yes ☐ No
	d.	Payroll journal ☐ Yes ☐ No
	e.	General ledger ☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No	
	a.	Are journal entries approved and explained / supported? ☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis? ☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials? ☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

Completed by: _____ Date: _____
Fulton County CD Specialist/Project Manager

Reviewed by: _____ Date: _____
Fulton County Community Development Manager

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FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Fulton County Community Development Department

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Fulton County Community Development Block Grant Program

EXHIBIT C: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Alpharetta
2	Unique Entity Identifier (UEI)	GKW5HJAHNJJ2
3	Federal Award Identification	B-24-UC-13-0003
4	Federal Award Date	1/1/2024-9/1/2031
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2024 End Date: 9/1/2031
6	Amount of Federal Funds Obligated by This Action	$110,000
7	Total Amount of Federal Funds Obligated to the Subrecipient	$110,000
8	Total Amount of the CDBG Federal Award	$1,254,257
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for Alpharetta Adult Activity Center – ADA Handicap Barrier Removal located at 13450 Cogburn Road, Alpharetta Georgia 30004.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Roxanne McIver Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass-Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Alpharetta is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official X	**Applicant** City of Alpharetta
Title Mayor	**Date** 7.23.2025

Fulton County

Legislation Details (With Text)

File #:	24-0882 **Version:** 1	**Name:**	
Type:	Consent - Health and Human Services	**Status:**	Agenda Ready
File created:	7/29/2024	**In control:**	Board of Commissioners
On agenda:	12/18/2024	**Final action:**	
Title:	Request approval to enter into Community Development Block Grant (CDBG) contracts with the following municipalities: Alpharetta ($110,000.00), College Park ($120,000.00), East Point ($120,000.00), Fairburn ($195,000.00), Hapeville ($84,971.00), Palmetto ($109,000.00), Union City ($120,000.00) to deliver community development activities. Total amount to be awarded is $858,971.00. Authorize the Chairman to disburse funds, execute and administer the 2024 CDBG contracts and related documents consistent with the federal program regulations and this Board action. Effective upon BOC approval. 100% grant funded. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. 2024 DCD HUD Annual Action Plan, 2. Executed Resolution BOC Item 24-0440, 3. Executed-Fulton_-_2024_ConAAP_Grant_Agreement_Transmittal_SIGNED_RMcIver_11.18.2024_and_CDBG_and_HOME_Gra		

Date	Ver.	Action By	Action	Result

Department

Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to enter into Community Development Block Grant (CDBG) contracts with the following municipalities: Alpharetta ($110,000.00), College Park ($120,000.00), East Point ($120,000.00), Fairburn ($195,000.00), Hapeville ($84,971.00), Palmetto ($109,000.00), Union City ($120,000.00) to deliver community development activities. Total amount to be awarded is $858,971.00. Authorize the Chairman to disburse funds, execute and administer the 2024 CDBG contracts and related documents consistent with the federal program regulations and this Board action. Effective upon BOC approval. 100% grant funded. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to 24 C.F.R. Section 91.505 and 24 C.F.R. Section 91.200, the U.S. Department Housing and Urban Development (“HUD”) allows amendments to the consolidated plan and annual action plans: (1) where there are changes to funding allocations or changes to the method of distribution of funds; (2) to carry out an activity and using funds from any program covered by the consolidated plan not previously described in the action plan; and (3) to change the purpose, scope, location, or beneficiary of an activity

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*
Request approval to enter into Community Development Block Grant (CDBG) contracts with the following municipalities: Alpharetta ($110,000.00), College Park ($120,000.00), East Point ($120,000 .00), Fairburn ($195,000.00), Hapeville ($84,971.00), Palmetto ($109,000.00), Union City ($120,000 .00) to deliver community development activities. Total amount to be awarded is $858,971.00. Authorize the Chairman to disburse funds, execute and administer 2024 CDBG contracts and related documents consistent with the federal program regulations and this Board action.

On June 6, 2024, the Board of Commissioners approved Item # 24-0440 to accept the CDBG FY 2024 award from the U.S Department of Housing and Urban Development (HUD) in the amount of $1,254,257 and Resolution to authorize the adoption and approval of the 2024 HUD Annual Action Plan which provides a concise summary of actions and activities to be carried out each year to address the priority needs and specific goals identified in the Consolidated Plan.

CDBG GY 2024 projects were determined using a formal application process. A 2023 -2026 grant year grant application was released to municipalities on September 8, 2021, for a 27-day period. CDBG virtual application technical assistance (TA) workshops were held on September 29, October 12, and October 19, 2021, via Zoom.

Scope of Work: The Department of Community Development's 2024 HUD Approved Annual Action Plan outlines eligible CDBG projects and activities that will be carried out by contractual agreement as detailed below:

CDBG Budget Area	Project Description	CDBG Contract Amount
Alpharetta	Adult Day- ADA Accessibility Improvements	$110,000
College Park	Park Improvements	$120,000

East Point	Water Main Infrastructure Replacement	$120,000
Fairburn	Pedestrian Improvements	$195,000
Hapeville	Park Improvements	$84,971
Palmetto	Street Basin & Collection System CCTV	$109,000
Union City	Roosevelt Highway Streetscape Improvements CDBG Phase II	$120,000
Housing Rehabilitation	Housing Rehabilitation Program	$212,466
Administration		$182,820
	TOTAL HUD AWARD	**$1,254,257**

Community Impact: One of the Department of Community Development's main methods of supporting low- to moderate-income citizens is through the use of CDBG grant funds, which are allocated to eligible subrecipients in Fulton County outside the City of Atlanta.

Department Recommendation: Approve the requested action.

Project Implications: CDBG projects and activities enhance the quality of life for low to moderate income citizens in Fulton County (outside the City of Atlanta).

Community Issues/Concerns: The Community Development Block Grant (CDBG) Program funds community development activities aimed at building stronger and more resilient communities. Public hearings were held on February 12, 2024, and March 11, 2024, during which no community concerns were raised.

Department Issues/Concerns: If the requested action to execute the 2024 CDBG contracts is not approved, it will negatively affect the scope and range of services the County can offer to low- to moderate-income populations in Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

B-UC-24 -13-0003- Community Development Block Grant 2024 Award

Fulton County

Legislation Details (With Text)

File #:	24-0440 **Version:** 1	**Name:**	
Type:	CM Action Item - Health and Human Services	**Status:**	Passed
File created:	1/11/2024	**In control:**	Board of Commissioners
On agenda:	6/26/2024	**Final action:**	6/26/2024
Title:	Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2024 HUD Annual Action Plan to secure federal funds supporting projects and services needed by low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of $1,254,257.00 and HOME Investment Partnership Program in the amount of $594,880.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program. (APPROVED)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. 1st Public Hearing Notice-2024 AAP, 2. 2nd Public Hearing Notice-2024 AAP, 3. 2024 Annual Action Plan-Allocation Update, 4. 2024 AAP Resolution-from Legal, 5. Certifications-2024 AAP, 6. Individual_SF424B-2024 AAP CDBG.pdf, 7. Individual_SF424B-2024 AAP HOME.pdf, 8. SF424_4_0-V4.0 -2024 AAP CDBG.pdf, 9. SF424_4_0-V4.0 -2024 AAP HOME.pdf, 10. SF424D-2024 AAP CDBG.pdf, 11. SF424D-2024 AAP HOME.pdf, 12. 2024-0440		

Date	Ver.	Action By	Action	Result
6/26/2024	1	Board of Commissioners	approve	Pass

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2024 HUD Annual Action Plan to secure federal funds supporting projects and services needed by low- and moderate-income citizens. Funding is as follows: Community Development Block Grant Program (CDBG) in the amount of $1,254,257.00 and HOME Investment Partnership Program in the amount of $594,880.00. A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general fund to support the required 25% match for the HOME program. **(APPROVED)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
The grants will support projects and services needed by Fulton County's low and moderate-income citizens, according to 24 CFR 91.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☒

District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Approve a Resolution by the Board of Commissioners to authorize the adoption and approval of the 2024 HUD Annual Action Plan to secure federal funds supporting projects and services needed by low- and moderate-income citizens.

Fulton County received a Notice of Funding FYfrom the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG) in the amount of $1,254,257 and the HOME Investment Partnership Program (HOME) in the amount of $594,880.

The Chairman of the Fulton County Board of Commissioners is authorized to disburse all CDBG and HOME grant funds for the purpose of implementing and aiding programs; and to execute, on behalf of Fulton County, all supplemental intergovernmental agreements, contracts, and related documents, as necessary and consistent with these programs and program amendments as approved by the Board of Commissioners.

Scope of Work: CDBG proposes to utilize the 2024 funding allocation to support eligible projects and activities that are administered by municipalities and assist low to moderate income communities.

- A multiyear grant application was released to municipalities on July 25, 2023, with a due date of October 9, 2024.
- CDBG virtual application technical assistance (TA) workshops were held with municipalities on August 2, 2023, and August 9, 2023, via ZOOM.
- FY2024 budget for CDBG is $1,254,257

2024 CDBG Proposed Budget and Activity Funding

CDBG Budget Area	Activity	CDBG Proposed Funds Amount
Program Administration	Requirements to administer CDBG Program and Fair Housing	$182,820
Housing Rehabilitation	Senior Housing Rehabilitation Program	$212,466

Alpharetta	Adult Day-DA Accessibility Improvements	$110,000
College Park	Park Improvements	$120,000
East Point	Water Main Infrastructure Replacement	$120,000
Fairburn	Pedestrian Improvements	$195,000
Hapeville	City Park Improvements	$84,971
Palmetto	Street Basin & Collection System CCTV	$109,000
Union City	Park Improvements	$120,000
CDBG Total		**$1,254,257**

2024 HOME Proposed Budget and Activity Funding

HOME Budget Area	Description	HOME Funds Amount
Program Administration	Requirements to administer the HOME program.	$59,488
Home Ownership Program (HOP)	Down Payment and closing cost assistance for 1st time home buyers in unincorporated Fulton County.	$113,027
Tenant Based Rental Assistance	Rental Assistance for Housing Authority of Fulton County public housing voucher participants.	$333,133
Community Housing Development Organizations (CHDOs)	Set aside for eligible nonprofit developments for CHDO related activities	$89,232
HOME Total		**$594,880**

Community Impact: HUD Entitlement funding for CDBG and HOME will help the County provide services to its low and moderate-income citizens.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds will increase the Community Development Department's ability to timely provide both, community and individual level services to Fulton County citizens who reside in Fulton County (outside the City of Atlanta).

Community Issues/Concerns: Public hearings were held on February 12, 2024, and March 11, 2024. There were no community concerns identified.

Department Issues/Concerns: If the 2024 Annual Action Plan is not approved, it will adversely impact the scope and range of services the County is able to provide to low and moderately low-income populations in Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

FY 2024 CDBG $1,254,257

Funding Line 2:

FY 2024 HOME $594,880

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0112 **Meeting Date:** 3/4/2026

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding regarding Department of Homeland Security grant funding awarded to the Atlanta-Fulton County Emergency Management Agency - (Grant Year 2023).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
OCGA#36-101 Requires any contract entered into by the County be approved by the Board and entered into its official minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Justice and Safety

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval of this agenda item. Approval of this item will not require the expenditure of any additional County funds. The Memorandum of Understanding covers two initiatives with funds totaling $23,379.46. These programs/organizations will not receive any direct funds as the Metro Atlanta UASI will be providing the requested equipment, supplies, and resources.

Community Impact: The Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative MOU

covers two initiatives designed to prevent, protect, respond, and recover from threats of or acts of terrorism. The first initiative is for technology enhancements in the Fulton County Emergency Operations Center. This technology will improve capabilities in preparation for FIFA by providing a centralized interactive hub. The second initiative provides training materials for community outreach.

Department Recommendation: The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this agenda item.

Project Implications: No future implications are anticipated in terms of potential changes in budget, service provision, or County policy/operations.

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns: The Atlanta-Fulton County Emergency Management Agency does not have any specific issues or concerns as it relates to this specific agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

ARC MOU
102524

Memorandum of Understanding
between
Atlanta Regional Commission and
Fulton County

THIS AGREEMENT, made and entered into as of the **15th day of September 2025** by and between the **ATLANTA REGIONAL COMMISSION** ("ARC"), an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at 229 Peachtree Street, Ste 100, Atlanta, Georgia 30303, and the **FULTON COUNTY** (the "Recipient"), a political subdivision or agency of the State of Georgia with a principal place of business located at 141 Pryor Street SW, Atlanta, GA 30303.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative ("UASI") has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security ("DHS") and Georgia Emergency Management and Homeland Security Agency ("GEMHSA"); and

WHEREAS, UASI was organized to implement programs designed to prevent, protect, respond, and recover from threats of or acts of terrorism; and

WHEREAS, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

WHEREAS, UASI has received grant funding from the Grant Year 2023 (GY23), Homeland Security Grant Programs ("HSGP") administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a department within ARC (known as the Homeland Security and Emergency Preparedness) ("HSEP"); and

WHEREAS, Recipient has requested not to exceed **$23,379.46** from GY23 funds for the enhancement of Law Enforcement and Emergency Operations capabilities; and

WHEREAS, ARC has agreed to award such grant funds to Recipient in furtherance of same.

NOW, THEREFORE, for and in consideration of the promises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the Internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:

Exhibit B. United States Department of Homeland Security (DHS), Fiscal Year 2023, Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
www.fema.gov/grants/preparedness/homeland-security/fy-23-nofo

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2023 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2023 (a copy of which is available for inspection at ARC's office).

Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) Standard Form 424 U (Construction), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matter; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto, and made a part hereof. Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC's direction. Recipient's failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training, and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may approximate the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).

4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements "Audits (specifically including 2 CFR Part 200, Subpart F)" Financial Regulations and Guides, National Initiatives, and Special Conditions.

5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor's or subcontractor's new employee's work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.

6. **Procedures for Handling Critical Infrastructure Information ("PHCII").** Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information ("CII") that enjoys protection under the Critical Infrastructure Information Act of 2002 ("CII Act"). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information ("PHCII") (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information ("PCII") are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any "PCII" markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.

7. **Inventory.** Recipient acknowledges that grant funded equipment will be transferred to and owned by the recipient upon payment by ARC. Recipient understands that ARC shall have no responsibility for the maintenance or upkeep of transferred equipment but must be granted access to review equipment upon request. ARC shall monitor Recipient to ensure that equipment is properly held and maintained. Recipient shall maintain an inventory of all grant funded equipment and provide a copy to ARC. Recipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. ARC must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

8. **Nondisclosure of Confidential Information**. In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. The parties acknowledge all documents and information communicated or provided to the County are subject to the Georgia Open Records Act (the "ACT"). Subject to the Act, for the purpose of this Agreement, "Confidential Information" shall mean all information marked "Confidential" and received by Recipient from ARC, unless otherwise explicitly marked or designated. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.

   Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

   The restrictions herein shall not apply with respect to Confidential Information which:

   Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or

Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice**. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. **ARC:**
Bernard Coxton, Director
Homeland Security and Emergency Preparedness
Atlanta Regional Commission
International Tower
229 Peachtree Street NE Suite 100
Atlanta, GA 30303
Office: 404-734-4296
bcoxton@atlantaregional.org

b. **Recipient:**
Joseph Barasoain, Director
Atlanta Fulton Emergency Mgmt. Agency
130 Peachtree Street SW, Ste G517
Atlanta, GA 30303
Office: 404-821-1200
joseph.barasoain@fultoncountyga.gov

Notices are effective upon receipt by a party.

10. **Termination**:

a. **Convenience:** This Agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

b. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement

shall immediately terminate without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment**. This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.

12. **Assignment**. Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.

13. **Legal Responsibility**. Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.

14. **Disputes**. Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties. Notwithstanding the previous sentence, each party retains their right to pursue litigation.

15. **No Third-Party Beneficiary**. Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. **Mutual Negotiations**. The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.

17. **No Waiver**. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

18. **Entire Agreement**. The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
19. **Effective Date**. The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, and the agreement has been ratified by the Atlanta City Council, then all actions and payments made during any such period are hereby ratified by both parties.

20. **Time of the Essence**. Recipient acknowledges that time is of the essence for its obligations under this Agreement.

21. **Severability**. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

22. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.

23. **Force Majeure**. If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

24. **Paragraph Headings**. The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

25. **Counterparts**. This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which, taken together, shall constitute one instrument.

26. **Authority to Execute This Agreement**. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.

27. **Time of Performance.** Work and services shall be undertaken and pursued in such sequence as to ensure their expeditious completion and as may be required in Exhibit D. All work and services required hereunder shall be completed on or before **May 31, 2026**.

[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATLANTA REGIONAL COMMISSION

By: _____ Date: 12/15/25
Title: Director, Bernard Coxton, Homeland Security and Emergency Preparedness Department

By: _____ Date: _____
Title: Executive Director, Anna Roach

By: _____ Date: _____
Title: Chairman, Andre Dickens

FULTON COUNTY

By:_____ Date:_____
Title: Chairman, Robb Pitts, Fulton County Board of Commissioners

By:_____ Date:_____
Title: Attorney, Y. Soo Jo, Fulton County

By:_____ Date:_____
Title: County Clerk, Tonya R. Grier, Fulton County Commissioner

Approved as to Substance

By:_____ Date: 12-30-25
Title: Director, Joseph Barasoain, Atlanta Fulton County Emergency Management Agency

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- [x] Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- [x] Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- [x] Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- [x] Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- [x] Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- [x] Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- [x] Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- [x] Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
  - [x] Complete IS-700 NIMS: An Introduction
  - [x] Complete IS-800 NRP: An Introduction
  - [x] Complete ICS 100 and ICS 200 Training
  - [x] Complete ICS 300 Training
- [x] Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- [x] Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- [x] Incorporate corrective actions into preparedness and response plans and procedures.
- [ ] Inventory community response assets to conform to homeland security resource typing standards.
- [x] To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- [x] Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.
- [x] Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.

Authorized Signature: _____ **Date:** 12-30-25 **Agency:** AFCEMA

Exhibit D Summary &
Exhibit D Project Equipment List

AFCEMA	$23,379.46
GRAND TOTAL	$23,379.46

ATLANTA FULTON COUNTY EMERGENCY MANAGEMENT AGENCY (AFCEMA)				
APPLICANT (AGENCY/DEPARTMENT): (AFCEMA)		**Jurisdiction: Fulton County**		
Contact at Agency: Cat Hofmann	**Phone Number: 404-867-5267**	**Email: cat.hofmann@afcema.com**		
Emergency Operations Equipment List				
Grant Year 2023		**GAN NUMBER: EMW-2023-SS-00099**		
Project Type: Sustaining Existing Capabilities				
ESTIMATES				
	EQUIPMENT DESCRIPTION	**QUANTITY**	**ESTIMATED COST**	**ESTIMATED TOTAL (10% Increase)**
GY2023	Combat Application Tourniquet	317	$ 23.98	$ 7,643.66
	Smartboards with stand	4	$ 2,565.61	$ 11,288.68
	Windows Mini PC	4	$ 994.30	$ 4,229.20
	Mini PC VESA Mounts	4	$ 19.99	$ 87.96
	Wireless Keyboard.Mouse Combo	4	$ 27.99	$ 129.96
			GY2023 GRAND TOTAL:	**$23,379.46**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0115 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “EmpowerHER Appreciation Day.” **(Abdur-Rahman/BOC)**

Proclamation recognizing “Developmental Disabilities Awareness Month.” **(Ellis/BOC)**

Proclamation recognizing “Theatre In Our Schools Month.” **(Ellis/BOC)**

Proclamation recognizing “WellSpring Living Appreciation Day.” **(Barrett/BOC)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0117 **Meeting Date:** 3/4/2026

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration & Elections, Georgia Secretary of State, PE-47800-SS-2024-000000006, SoleSource - KNOWiNK in an amount not to exceed $262,667.78 with KNOWiNK, LLC (St. Louis, MO)) to adhere to Secretary of State mandated mail for NGE mail notices. Effective upon approval through June 11, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Secretary of State contracted KNOWiNK, LLC for printing services, with the option of the Counties to mail the precinct cards or to pay KNOWiNK to mail the precinct cards. The Department opted for KNOWiNK to mail the precinct cards as the total cost is lower than incurring shipping and handling; cost of staff to process postage and delivery to the post office. Copy of these directives from the Secretary of State, Director, Blake Evans, is attached.

Scope of Work: KNOWiNK, LLC. will provide printing and mailing services based on the following as required by law:

KNOWiNK, LLC. will provide printing and mailing services based on the following as required by law:

- Daily Precinct Cards - mailed to voters to reflect registration changes.
- Special Precinct Cards - mailed in cases of redistricting, polling location changes, or other special circumstances.
- Confirmation Notice Mailers - mailed when voter correspondence is returned undeliverable or otherwise required by law**.**

Community Impact: These services enable the Department to streamline the process while reducing cost.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: These services enable the Department to streamline the process while reducing cost.

Community Issues/Concerns: The Department is not aware of any community issues or concerns with this request.

Department Issues/Concerns: The Department does not have issues or concerns with this request.

Contract Modification: New request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: SOS SWC# PE-47800-SS-2024-000000006
Exhibit 2: Pricing

Contact Information *(Type Name, Title, Agency and Phone)*

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Agenda Item No.: 26-0117 **Meeting Date:** 3/4/2026

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$262,667.78
TOTAL:	$262,667.78

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2654-1456: General, Registration & Elections, Postage - $150,000.00

Funding Line 2:

100-265-2655-1456: General, Registration & Elections, Postage - $38,300.00

Funding Line 3:

100-265-2654-1160: General, Registration & Elections, Professional Services - $37,183.89

Funding Line 4:

100-265-2655-1160: General, Registration & Elections, Professional Services - $37,183.89

Key Contract Terms	
Start Date: Upon approval	**End Date:** 6/11/2026
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: N/A

CONTRACT RENEWAL NO. 1

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Secretary of State
Supplier's Full Legal Name:	KNOWiNK
Contract No.:	PE-47800-SS-2024-000000006
Solicitation No./Event ID:	PE-47800-SS-2024-000000006
Solicitation Title/Event Name:	Sole Source - KNOWiNK
Contract Award Date:	05/30/2024
Current Contract Term:	Initial 1 Year
Amendment No.:	1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/12/2025
End Date of New Contract Term:	06/11/2026

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	KNOWiNK
Authorized Signature:	
Printed Name and Title of Person Signing:	KEVIN J SCHOTT / CFO
Date:	3/27/25
Company Address:	400 NORTH LINDBERGH ST. LOUIS MO. 63141

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Gabriel Sterling COO
Date:	4/2/2025
Company Address:	2 MLK Jr. Drive Suite 802 Floyd W Tower, Atlanta, GA 30334

State of Georgia
State Entity Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
SoleSource – KNOWiNK	**PE-47800-SS-2024-000000006**	**PE-47800-SS-2024-000000006**

1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name
Secretary of State Office
(hereafter called State Entity)

Contractor's Name
KNOWiNK
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
May 30, 2024	**May 29, 2025**	**4 (1-year) Options to Renew**

3. Performance Bond, if any:	Other Bonds, if any:
N/A	**N/A**

4. Maximum Amount of this Contract:	Total Financial Obligation of the State Entity for the First Fiscal Year:	Total Financial Obligation of the State Entity for each Renewal Period if Renewed:
No guaranteed amount	**No guaranteed amount**	**No guaranteed amount**

5. Authorized Person to Receive Contract Notices for State Entity:	Authorized Person to Receive Contract Notices for Contractor:
Kim Ford	**David Greenwalt**

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: **State Entity Contract Terms and Conditions for Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
KNOWiNK

By *(Authorized Signature)*	Date Signed
Kevin Schott Kevin Schott (Jun 3, 2024 15:10 CDT)	Jun 3, 2024

Printed Name and Title of Person Signing
Kevin Schott, CFO

Address
460 N Lindbergh Blvd, St Louis, MO 63141

8.

State Entity

State Entity Name
Secretary of State

By *(Authorized Signature)*	Date Signed
Gabriel Sterling Gabriel Sterling (Jun 12, 2024 09:41 EDT)	Jun 12, 2024

Printed Name and Title of Person Signing
Gabriel Sterling, COO

Address
2 M.L.K. Jr. Dr. SE, Suite 820, Atlanta, GA 30334

KF BE

STATE OF GEORGIA
AGENCY STANDARD CONTRACT
Attachment 1
Contract Terms and Conditions for Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) **"Contractor"** means the provider(s) of the Services under the Contract.

(ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the State Entity.

(iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.

(iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract.

(v) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.

(vi) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.

(vii) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.

(viii) **"State Entity Standard Contract"** or **"Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.

(ix) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions**. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.

3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor's Response.

2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the State Entity and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed against any sum owed by the State Entity to the Contractor in the State Entity's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:

(i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:

(i) Immediately terminate the Contract without additional written notice; and/or

(ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be

entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.

5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

   (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or

   (ii) The State Entity's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

   (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;

   (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

   (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

   (iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and

   (v) Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

   (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

   (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

   (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

   (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

   The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

(i) Any breach of the Contract;

(ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

(iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

(iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;

(v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;

(vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

(vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;

(viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall

tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

(i) Procure for the State the right to continue using the Services;

(ii) Replace or modify the same so that it becomes non-infringing; or

(iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;

(ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;

(iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the State Entity Standard Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or

interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the State Entity. Except as otherwise expressly authorized by the State Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

11. **State Security.** State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. If the value of this Contract

is $100,000 or more and Contractor is a company that employs more than five persons, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

4. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

   Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

   If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

   (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

   (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

   (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

   (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

   (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

   (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

(b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

5. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

6. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a

court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

12. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.

13. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

14. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

15. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

16. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.

17. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

18. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

19. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

20. **Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

21. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.

22. **Authorization.** The persons signing this Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

23. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

24. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

25. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

26. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

27. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

28. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

29. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

30. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.

31. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.

32. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

33. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract

shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

34. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

35. **Counterparts.** The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

36. **Further Assurances and Corrective Instruments.** The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

37. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

    Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Team Georgia Marketplace

Georgia Procurement Registry

Georgia Department of Administrative Services

Sole Source Notification

Notice Process	Sole Source Notification
Purchase Type	Sole Source
Category Type	Services_SpecialProjects
Notice Number	PE-47800-SS-2024-000000006
Agency Code/Name	47800 - SECRETARY OF STATE
Government Type	state
Fiscal Year	2024
	47800 - SECRETARY OF STATE is providing public notice of its intent to award a sole source contract for the following event, PE-47800-SS-2024-000000006 See below Purpose of the Sole Source for more details.
Notice Posted Date	05-14-2024 03:58 AM
Notice Title	Sole Source - KNOWiNK
Bid Closing Date/Time	05-30-2024 01:03 PM
Buyer Name	Kim Ford
Buyer Phone	470-312-2664
Buyer E-mail	kford@sos.ga.gov
Notice Status	Awarded

Purpose of the Sole Source

The Georgia Secretary of State is providing public notice of its intent to award a contract to KNOWiNK to provide Daily Precinct Cards, Special Run/Requested Precinct Cards, and other Elections & Voter Registration documents for the State as part of integrating these printing services within their new voter registration system using the currently integrated software solution provided by KNOWiNK. KNOWiNK has been identified as the sole source for this purchase for the reasons stated in the attached sole source notice. The State wishes to award the supplier 1 yr. initial term with four (4) (1 yr.) renewals. Any supplier capable of providing the identified goods/services may challenge this sole source determination by filing a written protest with the Deputy Commissioner of the State Purchasing Division (SPD) in accordance with the protest procedures outlined in Section 6.5. Step 4 - Supplier Participates in Protest Process of the GPM. The protest must be received prior to the closing date and time identified herein. Until further notice, all protests must be submitted electronically via email at protests@doas.ga.gov.

Market Research

Sole Source: A purchasing situation in which the procurement is available from only one source. The announcement must be posted to the GPR in accordance with the Georgia Procurement Manual, Section 2.3.2.2.

Identify efforts made to locate other possible sources

KNOWiNK currently holds all voter registration data within our new election system. They have a proprietary program to efficiently extract the information we need at will and print it without SOS having to pay to request the information and then prepare a pdf form for each occurrence for another vendor to print. We are able to eliminate the time and effort costs while receiving on-demand services for voter related printing.

Supplier Name:	KNOWiNK
Supplier Contact:	David Greenwalt
Supplier email:	david@knowink.com
Supplier Phone:	314-410-6785

Scope Of Work

Provide a detailed description of exact or estimated quantity, per unit price, and the total estimated value of the open contract to include the estimated quantity X unit price (if the exact units are not known).

The Secretary of State is interested in using KNOWiNK's secure, proprietary data transfer protocol software between KNOWiNK's ePulse system and the Agency's third-party voter registration system to print Daily Precinct Cards, Special Run/Requested Precinct Cards, and other Elections & Voter Registration documents for the state as part of integrating these printing services within their new voter registration system and already-existing data transfer integrations.

Complete the Following:(For justifying a Sole Source)

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the solution is the only solution which will meet the state entity needs).

The Secretary of State is interested in using KNOWiNK's secure, proprietary data transfer protocol software between KNOWiNK's ePulse system and the Agency's third-party voter registration system to print Daily Precinct Cards, Special Run/Requested Precinct Cards, and other Elections & Voter Registration documents for the state as part of integrating these printing services within their new voter registration system and already-existing data transfer integrations. KNOWiNK's data transfer solution is currently deployed with the State of Georgia's voter registration system, known as GARViS. KNOWiNK is the only integrated vendor with a near-real-time API and a redundant static file transfer that transfers millions of voter data points, including PII, and millions of ballot records. This custom, secure, and reliable solution is fully deployed and would act as the infrastructure for this project, which would also entail the reliable and secure transfer of millions of voter records. KNOWiNK has also worked to account for over 50 unique edge cases that have occurred in the complex data transfer of Voter Registration/Elections data, and those resolutions would be applied in this solution. KNOWiNK has developed a separate, proprietary Document Generation protocol that enables efficient, secure production of pre-defined voter documents, which are presorted for delivery by the United States Postal Service (USPS) upon being generated and printed. Using KNOWiNK's secure, proprietary data transfer protocol software between the ePulse system and GARViS, the State will be able to provide the legally required: - Daily Precinct Cards, - Special Run/Requested Precinct Cards, and - Other Elections & Voter Registration documents The process simultaneously creates a unique digital image of the document, which is transmitted to the voter registration system, leveraging the existing integration that has already been built by KNOWiNK & SOS for Voter Registration signatures/data, to be absorbed into the specific voter record using the secure file transfer protocol. These proprietary processes work in tandem to provide seamless integration between the state's voter registration system, GARViS, and KNOWiNK's on-demand printing and mailing solution.

Exclusive Capability

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.
A letter from the Original Equipment Manufacturer (OEM) or Publisher is required that warrants that no other items/products are available for purchase that would serve the same purpose or function or items/products for which competition is precluded because of the existence of a patent, copyright or monopoly.

KNOWiNK warrants that no other software is available for purchase that would serve the same purpose or function and there is only one price for the software because of its exclusivity.

NIGP Code Selection

20970---Printing Software, Mainframes and Servers

96625---Digital Printing

Documents List

- Sole Source Statement for the State of GA.pdf
- PE_47800_SS_0000000006 NOA_signed.pdf

Procedure to challenge a solicitation

Any supplier capable of providing the identified goods/services may challenge this event determination by filing a written protest with the Deputy Commissioner of the State Purchasing Division (SPD) in accordance with the protest procedures outlined in Section 6.5. Step 4-Supplier Participates in Protest Process of the Georgia Procurement Manual. The protest must be received prior to the closing date and time identified herein.

MAIL	Attn: Deputy Commissioner - Procurement State Purchasing Division, Department of Administrative Services 200 Piedmont Ave., SE, Suite 1308. West Tower, Atlanta, GA 30334-9010
EMAIL	protests@doas.ga.gov
MORE INFORMATION	https://doas.ga.gov/state-purchasing/purchasing-law-administrative-rules-and-policies/overview

KNOWiNK

May 8, 2024

Re: KNOWiNK Sole Source Statement for the State of Georgia

KNOWiNK is the current provider of Georgia's statewide electronic poll book solution (Poll Pad), a state voting system component. KNOWiNK has developed and deployed a proprietary API Gateway as part of the Poll Pad solution. This API Gateway allows for the efficient, secure transfer of data and files between state voter registration systems and the Company's election management platform, ePulse.

It is KNOWiNK's understanding the state of Georgia is interested in using KNOWiNK's secure, proprietary data transfer protocol software between KNOWiNK's ePulse system and the State's third-party voter registration system to print Precinct Cards, Special Run Precinct cards and other documents for the State as part of integrating these printing services within their new voter registration system.

SCOPE OF SERVICES

- KNOWiNK's data transfer solution is currently deployed with the State of Georgia's voter registration system, GARViS.
- KNOWiNK is the only integrated vendor with a near-real-time API and a redundant static file transfer that transfers millions of voter data points, including PII, and millions of ballot records. This custom, secure, and deployed solution would act as the infrastructure for this project, which would also entail the reliable and secure transfer of millions of voter records. KNOWiNK has also worked to account for over 50 unique edge cases that have occurred in data transfers, and those resolutions would be applied in this solution.
- KNOWiNK has developed a separate, proprietary Document Generation protocol that enables efficient, secure production of pre-defined voter documents presorted for delivery by the United States Postal Service (USPS).

- Using KNOWiNK's secure, proprietary data transfer protocol software between the ePulse system and the State's third-party voter registration system, the State will be able to provide legally required:
  - Precinct Cards,
  - Special Run Precinct Cards, and
  - Other documents
- The process simultaneously creates a unique digital image of the document, which is transmitted to the voter registration system to be absorbed into the specific voter record using the secure API Gateway.
- These proprietary processes work in tandem to provide seamless integration between the state's voter registration system, GARViS, and KNOWiNK's on-demand printing and mailing solution.

KNOWiNK warrants that no other software is available for purchase that would serve the same purpose or function and there is only one price for the software because of its exclusivity.

Respectfully,

Scott Leiendecker
Founder & CEO

Georgia

NOTICE OF AWARD

Solicitation Title/Event Name: Sole Source - KNOWiNK

Solicitation No/Event ID: PE-47800-SS-2024-0000000006

Solicitation Close/Event End Date: May 29, 2024

Notice of Award Posting Date: May 30, 2024

Issuing Officer: Kim Ford

Issuing Officer Contact Information: 470-312-2664

The State has awarded a contract to the successful offeror(s). Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed below beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. NOTE: In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees. **All protests must be submitted electronically via email** at doas.protests@doas.ga.gov. Please reference the *Georgia Procurement Manual* for the supplier protest process updated **August 2020**: http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies

SUCCESSFUL OFFEROR(S)	AWARD AMOUNT
KNOWink	$450,000
UNSUCCESSFUL OFFEROR(S)	**REASONS**

Authorized Signature:

Revised: 1/4/21

SPD-AP005

PE-47800-SS-2024-000000006 - KNOWiNK Contract

Final Audit Report 2024-06-12

Created:	2024-05-31
By:	Livia Taylor (ltaylor@sos.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqi6EoC5EiOdiROz1EKkoiwIGt0vST6WA

"PE-47800-SS-2024-000000006 - KNOWiNK Contract" History

Document created by Livia Taylor (ltaylor@sos.ga.gov)
2024-05-31 - 5:28:01 PM GMT

Document emailed to KIMBERLY FORD (KFORD@SOS.GA.GOV) for approval
2024-05-31 - 5:37:33 PM GMT

Email viewed by KIMBERLY FORD (KFORD@SOS.GA.GOV)
2024-06-03 - 12:23:23 PM GMT

Document approved by KIMBERLY FORD (KFORD@SOS.GA.GOV)
Approval Date: 2024-06-03 - 12:24:01 PM GMT - Time Source: server

Document emailed to bevans@sos.ga.gov for approval
2024-06-03 - 12:24:03 PM GMT

Email viewed by bevans@sos.ga.gov
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Signer bevans@sos.ga.gov entered name at signing as J. Blake Evans
2024-06-03 - 1:28:52 PM GMT

Document approved by J. Blake Evans (bevans@sos.ga.gov)
Approval Date: 2024-06-03 - 1:28:54 PM GMT - Time Source: server

Document emailed to Kevin Schott (kevin@knowink.com) for signature
2024-06-03 - 1:28:56 PM GMT

Email viewed by Kevin Schott (kevin@knowink.com)
2024-06-03 - 1:43:50 PM GMT

Document e-signed by Kevin Schott (kevin@knowink.com)
Signature Date: 2024-06-03 - 8:10:33 PM GMT - Time Source: server

Document emailed to gsterling@sos.ga.gov for signature
2024-06-03 - 8:10:35 PM GMT

Email viewed by gsterling@sos.ga.gov
2024-06-12 - 1:09:26 PM GMT

Signer gsterling@sos.ga.gov entered name at signing as Gabriel Sterling
2024-06-12 - 1:11:01 PM GMT

Document e-signed by Gabriel Sterling (gsterling@sos.ga.gov)
Signature Date: 2024-06-12 - 1:11:03 PM GMT - Time Source: server

Agreement completed.
2024-06-12 - 1:11:03 PM GMT

Adobe Acrobat Sign

KNOWINK, LLC
2026 ELECTIONS

Description	Quantity	Unit price	Total
Mailing & Voter Communication Services			
Precinct Card Mailings	500,000.00	$ 0.55	$ 275,000.00
Confirmation Notices	20,000.00	$ 0.27	$ 5,400.00
Absentee Ballot Mail-Outs	20,000.00	$ 3.25	$ 65,000.00
Total			$ 345,400.00
Postage for Absentee Ballot Mailout	20,000.00	$ 0.78	$ 15,600.00
Postage for Confirmation Notice Mail-Outs	20,000.00	$ 0.78	$ 15,600.00
Total			$ 31,200.00
Grand total			**$ 376,600.00**

Knowink Poll Pad Data Estimate	$ 28,735.56
ABS vendor for mailing ABS ballots	$ 150,000.00
Grand total	**$ 178,735.56**
REQUESTED AMOUNT for all elections	**$ 555,335.56**

Current Request

KNOWINK final set up PO	UNIT 2654	UNIT 2655
1456	$ 150,000.00	$ 38,300.00
Knowink Poll Pad Data Estimate (1160)	$ 37,183.89	$ 37,183.89
		$ 262,667.78

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0118 **Meeting Date:** 3/4/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, GSA MAS Contract #GS-02F-028AA, Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services, in the amount not to exceed $536,868.20 with Emergency Management Services International, Inc. (Culpeper, VA), to provide consulting services related to planning and logistical support for the Fulton County Jail DOJ Consent Decree response. Effective dates: January 1, 2026, through December 31, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background

The vendor's, Emergency Management Services International, Inc.'s, (EMSI) incident management assistance and support for 2026 will continue to include functions that are categorized under facility operations, planning, and logistical support at the Fulton County jail facilities, addressing the

continued improvement of facility conditions, as outlined in the DOJ Consent Decree.

EMSI will provide analytics and reporting to support all facility work, including but not limited to: workorders, vandalism repairs, physical plant failures, routine maintenance, and facility improvements for DOJ Consent Decree compliance. The detailed scope of work is as follows:

1. Facility inspections to verify, identify, and prioritize (Safety and Security, especially as it relates to the consent decree) all monthly maintenance items at the Rice Street and South Annex facilities.
2. Bi-weekly reporting to Fulton County administration, DREAM, and FCSO to include:
   a. Repairs from vandalism and jail blitz progress
   b. Routine maintenance and workorders
   c. DOJ Consent Decree facility/security upgrades
   d. Sanitation and cleaning status
   e. Kitchen conditions, to include: ensuring preventative maintenance is being performed, all repairs are made in a timely manner, and quarterly contractor meetings
3. Point-in-time bed utilization reporting at jail facilities
4. Status updates on materials and labor to complete workorders and other facility maintenance needs
5. Schedule updates of ongoing facility work
6. Dashboards and trend analysis of all aspects of work orders, grouped by historical and causal factors
7. Documentation of facility related issues and corrective actions
8. As needed reporting and status updates required by the DOJ and Consent Decree Monitoring Team

Estimated Cost Summary

Avg Cost Per Week	Total # Weeks	Total Cost
$10,324.39	52	$536,868.20

Community Impact: The consulting services are critical in assisting the County to meet its obligations under the DOJ Consent Decree.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Project Implications: This consulting service will provide qualified personnel to support Fulton County as needed in ensuring compliance with multiple DOJ Consent Decree requirements.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, the County does not have the requisite resources in-house to perform the scope of work needed to ensure compliance with the current DOJ Consent Decree.

Contract Modification No, this is a new procurement

Contract & Compliance Information

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: GSA MAS Contract #GS-02F-028AA
Exhibit 2: Cost Proposal
Exhibit 3: Performance Evaluation
Exhibit 4: Cooperative Purchasing Justification and Approval Form

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$536,868.20
TOTAL:	$536,868.20

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S700-1160: General, Non-Agency, Professional Services- $536,868.20

Key Contract Terms

Agenda Item No.: 26-0118 **Meeting Date:** 3/4/2026

Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: CPR Memo- EMSI

Would you select/recommend this vendor again?
Yes

Report Period Start: **N/A**

Report Period End: **N/A**

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **30**

Contract Number : **GS-02F-028AA**

Created on December 2, 2025

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be

applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.,* costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension

thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the

carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the

subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (DEVIATION - NOV 2025)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND	Clause

	CERTIFICATIONS (DEC 2014)	
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024) (DEVIATION - NOV 2025)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) (DEVIATION - NOV 2025)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) (DEVIATION - NOV 2025)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010) (DEVIATION - NOV 2025)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025) (DEVIATION - NOV 2025)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION NOV 2025)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause

52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION - NOV 2025)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014) (DEVIATION - NOV 2025)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates

provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause#

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to X.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department’s Web site, as referenced in (b)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of

Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor‘s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor’s right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor’s best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing

the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions*. As used in this clause –

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if

any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement

to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle

personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) *Definitions*. As used in this clause —

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions*. As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively

exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the

corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or

fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and

notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct

wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in

paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional

charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not

limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

Note: Regulation 552.238-103
Note: All contractors are required to comply with GSA's established catalog submission and maintenance rules to ensure accurate and complete electronic commerce representation. Detailed instructions and guidance can be found in the FAS Catalog Platform (FCP) Help Page at: https://catalog.gsa.gov/help.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0030

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer

(or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83
The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,
- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the

Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Requirements after getting a MAS contract page (https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule/help-with-mas-contracts-to-sell-to-government/requirements-after-getting-a-mas-contract?gsaredirect=mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those

required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended

ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include–

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including “zero” sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3)) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)’s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s)

and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://srp.fas.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of "(DEVIATION FAR (clause number))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of Clause)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

(a) *Definitions.* As used in this clause-

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government- furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to

usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices

and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph

(f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of

appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor’s premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor’s property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor’s consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as

appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121 st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award

of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price

list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

"Energy-efficient product" means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

"GSA Advantage!" is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

"Other environmental attributes" refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess

evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee" —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor

Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the

end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee’s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination*.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

(a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.

(b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office

equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic*.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas*. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in

GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)
(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of
accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
(2) The Contractor agrees to make such payments to its small business subcontractors without any
further consideration from or fees charged to the subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the
Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small
business concerns, including subcontracts with small business concerns for the acquisition of

commercial products or commercial services.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a)Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1)To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor's reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.229-70 Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN 552.232-72 Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

(End of Clause)

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a

product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

End of clause

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars

in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor’s invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or

contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because

the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or

services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or

dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for

a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to fixed price orders.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

n accordance with the GSAR clause at 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at https://www.gsa.gov/eligibilitydeterminations.

Ordering activity (also called "ordering agency" and "ordering office") means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40

U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

(a) *Definitions*. As used in this clause—

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

(a) *Definitions*. As used in this clause –

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.204-27 PROHIBTION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause -

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6) –

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use -

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)

(a) *Definition*. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) *Reporting of transactional data*. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website at https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price)] in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee*.

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post

notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days advance notification to the Contractor.

(d) *Non-compliance*. The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the
applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart
32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding
or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the
required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for
the Government to terminate the contract for cause.

Note: Regulation 552.238-80

Subpart - paragraph (b)(3) TDR data elements -

Order date - this field is optional for products only
Ship date - this field is optional for products only
Zip Code shipped to - this field is optional for products only
Federal Customer -Treasury Agency Code - optional for both products and services

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic

medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for
participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in
paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the
successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A
Contracting Officer may consider a joint venture for contract award. SBA does not approve joint
ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant
eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any
agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered

under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the
Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only

to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-(1) Quantities being acquired; and(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."](2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract,

with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment,

erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the

Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the

number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying

Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4 This clause applies to Time-and-Materials or Labor Hour orders.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following:

use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate and complete, e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.
10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.

11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).
20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at https://www.section508.gov/.
23. Unique Entity Identifier (UEI) number.
24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600
- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Services offerings are prohibited from being duplicated and published to the Price List generated by the FAS Catalog Platform (FCP) AND the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Service offerings should be published to a Price List generated by FCP OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

552.238-120 ECONOMIC PRICE ADJUSTMENT—FEDERAL SUPPLY SCHEDULE CONTRACTS (SEP 2024)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Definition. Economic price adjustment method, as used in this clause, means the agreed upon procedures by which pricing may be adjusted throughout the contract period to include, but not limited

to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

(b) General. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) Exceptions. This clause does not cover—

(1) Adjustments based on statute, Executive Order, or regulation (e.g., Service Contract Labor Standards (41 U.S.C. chapter 67) and AbilityOne procurements (FAR subpart 8.7));

(2) Adjustments based on a change clause (e.g., paragraph (c) of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4));

(3) Price reductions made under GSAR clause 552.238-81, Price Reductions;

(4) Adjustments based on GSAR clause 552.238-117, Price Adjustment-Failure to Provide Accurate Information; and

(5) Adjustments based on a contract clause that authorizes an adjustment based on specified actions or conditions.

(d) Economic price adjustment method. The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) Submission requirements. The Contractor shall submit EPA requests to the Federal Supply Schedule (FSS) Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The FSS Contracting Officer may request additional information from the Contractor.

(f) Contracting Officer responsibilities. The FSS Contracting Officer will— (1) Review the EPA request to ensure conformance with the EPA method, (2) Make a determination. The FSS Contracting Officer may use any information (e.g., market research) deemed necessary to support their determination. The FSS Contracting Officer may determine to— (i) Accept the EPA request either in whole or in part, (ii) Reject the EPA request either in whole or in part, or (iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA). (3) Notify the Contractor of their determination, and (4) Modify the contract, as applicable, to reflect the determination. Contract items that need to be removed from the contract as a result of rejection or an inability to reach agreement are to be removed in accordance with 552.238-79, Cancellation.

(g) Effective date. EPA requests approved by the FSS Contracting Officer under this clause shall apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) Update of contract pricing and catalog data. The Contractor shall update its FSS pricing and any other FSS catalog data in accordance with the terms and conditions of this contract.

(End of clause)

Note: Regulation 552.238-120
Note: For fixed escalations, increases can only be applied on an annual basis on the

anniversary date of contract award due to system limitations.

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (NOV 2025)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors must not offer or sell products under this contract for which they do not have authorization, as applicable.

(1) Manufacturer Authorization Program. For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor must be included in such a program to offer and sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(2) Manufacturer Prohibitions. The Contractor must not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from offering or selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization or manufacturer prohibition, the Federal Supply Schedule (FSS) Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025) (DEVIATION NOV 2025)

(a) *Definition*. As used in this clause—

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter

into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

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52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024) (DEVIATION NOV 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate

owner of the offeror. No entity owns or exercises control of the highest-level owner. Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures) Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b) Identifiers. The Offeror shall obtain and provide the following identifying information:
(1) Unique entity identifier (UEI).
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable. (iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(2) Taxpayer identification number (TIN).
(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and
(3) Commercial and Government Entity (CAGE) code.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—
(A) Itself;
(B) Its immediate owner(s), if any;
(C) Its highest-level owner, if any; and
(D) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.
(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageLis

(c) Representations and certifications.
(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations— Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021) (DEVIATION NOV 2025)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 55305) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)

(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both

(i) the Contracting Officer and

(ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies

(i) within 20 working days of the date of loading for shipments originating in the United States, or

(ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North

Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause-

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services

to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*.

(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see

paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify

program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS (MAY 2014) (DEVIATION NOV 2025)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e)

(1) Except for services identified in FAR 22.1002-1(f)(1)(iv), the subcontractor for exempt services must be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services must be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor must determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor must consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute must be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption must be deemed inapplicable, and the contract must become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor must include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not

enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for

portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or

subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken

appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (DEVIATION NOV 2025)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and require affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025) (DEVIATION NOV 2025)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (OCT 2018) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name

(whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (DEVIATION NOV 2025)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (DEVIATION NOV 2025)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In

addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-1 DISPUTES (MAY 2014) (DEVIATION NOV 2025)

(a) Definitions. As used in this clause-

Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.

(d)

(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification must state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h)

(1) The Government must pay interest on the amount found due and unpaid from the date that-

(i) The Contracting Officer receives the claim (certified, if required); or

(ii) Payment otherwise would be due, if that date is later, until the date of payment.

(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.

(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract. The Contractor must comply with any decision of the Contracting Officer.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(DEVIATION NOV 2025)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, writing, To be determined at thetask order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995) (DEVIATION NOV 2025)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*) Identification No.

_____ _____

_____ _____

_____ _____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) (ALTERNATE II - NOV 2016) (DEVIATION NOV 2025)

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq*.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and

partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.,* division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under

the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer will include the subcontracting plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate the subcontracting plan, then the Offeror will not be eligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB

concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone,

small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.,* ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting

achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone

small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope,

amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the

Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at https://www.esrs.gov. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its

subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual subcontracting plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025) (DEVIATION NOV 2025)

(a) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR

127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020) (DEVIATION NOV 2025)

(a) Definition. Small business concern, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) *Applicability*.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(iii) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business under multiple-award contracts, as described in 8.4 and 16.5;

(iv) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts as described in 8.4 and 16.5; and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) *Requirements.*

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022) (DEVIATION NOV 2025)

(a) *Definition*.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third party certifier in accordance with 13 CFR 127.300 as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.
(b) *Applicability*. This clause applies only to—
(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns

eligible under the WOSB Program;
(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and
(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General.*

(1) Offers are solicited only from certified WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not certified WOSB concerns eligible under the WOSB Program shall not be considered
(2) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(1) of this clause, and 13 CFR 127.506(c); and
(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (OCT 2022) (DEVIATION NOV 2025)

(a) *Definition. HUBZone small business concern*, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.4 and 16.5

(c) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint venture*. A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of Clause)

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022) (DEVIATION NOV 2025)

(a) *Definition—*

Economically disadvantaged women-owned small business (EDWOSB) concern as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and is certified pursuant to 13 CFR 127.300 as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from certified EDWOSB concerns. Offers received from concerns that are not certified EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a certified EDWOSB concern.

(d) *Joint venture*. A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(1) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless

of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business* (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title*._____]

(End of clause)

52.219-27 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024) (DEVIATION NOV 2025)

(a) *Definition*.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see FAR 19.106).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program; and

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from concerns designated in SAM as SDVOSB concerns certified by SBA. Offers received from concerns that are not SDVOSB concerns certified by SBA will not be considered.

(2) Any award resulting from this solicitation will be made only to a concern designated in SAM as an SDVOSB certified by SBA.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (DEVIATION NOV 2025)

(a) The Government will measure performance by applying the percentage goals to the total actual subcontracting dollars, or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph

(b) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in a stated amount. The amount of probable damages attributable to the Contractor's failure to comply shall equal the actual dollar amount by which the Contractor failed to achieve each subcontract goal. (b) Before the Contracting Officer makes a final decision that the Contractor has failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate the good faith efforts it made and to discuss the matter. The Contracting Officer may take failure to respond to the notice as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer will issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (a) of this clause.

(c) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(d) The Contractor has the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(e) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION NOV 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate*.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST ORPRICING DATA-MODIFICATIONS (NOV 2021) (ALTERNATE IV -OCT 2010) (DEVIATION NOV 2025)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor(s) cost or profit information or other data relevant solely to the Contractor(s) determination of the prices to be offered in the catalog or marketplace.

(End of clause)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (DEVIATION NOV 2025)

(a) *Definition*. As used in this clause—

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.303(b).

(c) *Report elements*. The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts*.

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-10 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (DEVIATION NOV 2025)

(a) Definitions. As used in this clause:
Executive means officers, managing partners, or any other employees in management positions.
First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not

include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110- 252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) Reporting. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) Restriction. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) Duration. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) Exceptions. (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) (DEVIATION NOV 2025)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. The Committee operates under the name AbilityOne Commission. Additionally, some of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the

specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind (www.NIB.org), 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and

(2) NISH/SourceAmerica (www.SourceAmerica.org), 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION NOV 2025)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at https://www.fiscal.treasury.gov/TOP/. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) (DEVIATION NOV 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule

are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

(End of clause)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (ALTERNATE I - NOV 2025) (DEVIATION)

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile

technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes # No # DHS FASCSA Order

Yes # No # DoD FASCSA Order

Yes # No # DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report

the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.208-90 GOVERNMENT SUPPLY SOURCES (NOV 2025) (DEVIATION)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION NOV 2025)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.
(b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-
(i) Government personnel and authorized users performing business on behalf of the Government; or
(ii) The Contractor, when viewing data on itself; and
(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
(i) Past performance reviews required by part 42.
(ii) Information that was entered prior to April 15, 2011; or
(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
(2) The Contractor will also have an opportunity to post comments regarding information that the Government has posted. FAPIIS will retain the comments as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
(3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).
(d) The Government will handle public requests for system information posted prior to April 15, 2011, under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.223-23 SUSTAINABLE PRODUCTS (MAY 2024) (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247)

(https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C)
(https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G)
(https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

End of clause

PROPOSAL

February 15, 2026

Fulton County
Mr. Joseph Davis
Director of the Department of Real Estate & Asset Management (DREAM)
141 Pryor Street Suite G-119 Atlanta, GA
30303
404-612-3772
Joseph.Davis@fultoncountyga.gov

RE: 2026 Fulton County Jail Response Support Services, January through December

GSA MAS Contract # GS-02F-028AA - 02.10.26 Amendment

EMSI will continue to provide Fulton County government with a range of incident management assistance and support services that are detailed herein. All services are offered through EMSI's GSA MAS Contract on a Time and Materials basis. As required when using the GSA Contract, GSA Contract Terms and Conditions take precedent.

EMSI's incident management assistance and support for 2026 will continue to include functions that are categorized under facility operations, planning, and logistical support at the Fulton County jail facilities, addressing the continual facility improvement of conditions, as outlined in the DOJ Consent Decree.

EMSI will provide analytics and reporting to support all facility work, including but not limited to: workorders, vandalism repairs, physical plant failures, routine maintenance, and facility improvements for Consent Order compliance. Routine reporting on the Jail facility will be provided to the Department of Real Estate and Asset Management (DREAM), Fulton County Sheriff's Office (FCSO), US Department of Justice (DOJ), and Consent Decree Monitoring Team on a regular basis.

2026 Support, January through December {52 weeks):

EMSI will provide the following at the request of the Fulton County Government. The number of hours, days, and weeks is estimated only. Actual hours worked will be invoiced at the contracted rates herein:

Lead Incident Management Assistance Team Response Manager, Mr. Doug Schuster

- Response Manager, $153.15/hour for support
- All travel expenses invoiced at cost

Incident Management Assistance Team Response Personnel, 2 Full-Time Equivalent Subject Matter Experts {SMEs)

- Response Services III, $149.12/hour for support
- All travel expenses invoiced at cost

Cost Summary based on the above roles:

POSITION	RATE	# CADRE	# HOURS	# WEEKS		TOTAL
COMPLIANCE COORDINATOR	$ 153.15	1	15	52	$	119,457.00
TRAVEL EXPENSES	$1,900.00	1		4	$	7,600.00
					$	**127,057.00**
COMPLIANCE TEAM	$ 149.12	1	40	14	$	83,507.20
COMPLIANCE TEAM	$ 149.12	1	15	38	$	84,998.40
TRAVEL EXPENSES	$2,600.00	1		14	$	36,400.00
					$	**204,905.60**
COMPLIANCE TEAM	$ 149.12	1	40	14	$	83,507.20
COMPLIANCE TEAM	$ 149.12	1	15	38	$	84,998.40
TRAVEL EXPENSES	$2,600.00	1		14	$	36,400.00
					$	**204,905.60**
				TOTAL	**$**	**536,868.20**
			Average Cost Per Week		**$**	**10,324.39**

Total Estimation for January - December 2026 Support $536,868.20 or $10,324.39 per week for 52 weeks

EMSI offers other labor categories and rates on our GSA MAS Contract. We can adjust our support on an as needed basis to best meet Fulton County's needs.

EMSI will provide qualified personnel to support Fulton County as requested. We will make every effort to maintain continuity of personnel to maximize benefit to Fulton County. The EMSI team will be led by Doug Schuster.

Deliverables and Services:

EMSI shall provide the following to support ongoing reporting:

1. Facility inspections to verify & identify & prioritize (Safety and Security, especially as it relates to the consent decree) monthly all maintenance items at Rice Street and South Annex.
2. Bi-weekly reporting to Fulton County administration, DREAM, and FCSO to include:
    a. Repairs from vandalism and jail blitz progress
    b. Routine maintenance and workorders
    c. Consent Decree facility/security upgrades
    d. Sanitation and cleaning status
    e. Kitchen conditions to include ensuring preventative maintenance is being performed all repairs are made in a timely manner, and quarterly contractor meetings
3. Point-in-time bed utilization reporting at jail facilities

4. Status updates on materials and labor to complete workorders and other facility maintenance needs
5. Schedule updates of ongoing facility work
6. Dashboards and trend analysis of all aspects of work orders, grouped by historical and causal factors.
7. Documentation of facility related issues and corrective actions
8. As needed reporting and status updates required by the DOJ and Consent Decree Monitoring Team

Fulton County will provide:

1. Assistance with technical, logistical, financial and support requirements to plan and execute the support
2. All materials and equipment necessary to support the response
3. Assistance to provide remote support, as requested

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM JD

DATE: January 28, 2026

SUBJECT: Contractor's Performance Report– GSA MAS Contract #GS-02F-028AA, Emergency Management Services International, Inc. (EMSI) FY2026

The Contractor listed below to our knowledge has never provided any professional goods under this contract to Fulton County's Department of Real Estate and Asset Management.

PROJECT: Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

PROJECT NO.: GSA MAS Contract #GS-02F-028AA

CONTRACTOR: Emergency Management Services International, Inc. (EMSI)
219 E Davis Street, STE 210
Culpeper, VA 22701-3034

POC: Lisa Fettig

PHONE: (540) 423-9004

EMAIL: lisa.fettig@emsics.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944

JD/MR/haj

C: Miguel Rivera, Building Maintenance Manager, DREAM
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, DREAM, 404-612-3772

Cooperative Contract Number and Title: GS-02F-028AA, Management and Financial Consulting, Acquistion and Grants Management Suuport, and Business Program

Estimated Spending Request: 536,868.20

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

_____ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity:**	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
__X___ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase. Utilizing this contract allows Fulton County to provide the Sheriff's Office consulting services that address the continual improvement to the Fulton County Jail outlined in the DOJ (Department of Justice) Consent Decree Order. This includes on-site long-term implementation of planning and logistics services support to leverage the resources at Fulton County Jail.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

    a. Provide response support to Fulton County including, but not limited to, technical support and services, management expertise, response organization augmentation, logistical support, advisory services, field implementation support, track key issues/concerns of FCSO, Inspections, and other related capabilities as

requested.

b. Assist with research and provide background for best practices to create an improved and responsive jail management system.

c. Services under this contract are vital to the Government and must be continued without interruption, therefore upon contract expiration, a successor, may continue them. upon the Contracting Officer's written notice,

i. (1) furnish phase-in, phase-out services for up to 90 days after this contract expires

ii. (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities

iii. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract.

d. Required to enroll as a Federal Contractor in the E-Verify Program within 30 days of contract award to verify employment eligibility of all bew hires of the Contractor who are working in the United States within 3 business days after the date of hire.

3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	X	
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.		X

Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.		X

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

__X___ meets the requirements _____ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(APA) Purchasing Agent Gertis Strozier Date Feb. 11, 2026

Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0119 **Meeting Date:** 3/4/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for water main relocations associated with the widening and improvements to Abbotts Bridge Road (SR 120)-Promise Parkway to Boles Road, Project P.I. No. 721000, in Johns Creek, Georgia, in an estimated amount of $2,426,610.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Also, O.C.G.A § 36-10-1 states that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Georgia Department of Transportation (GDOT) is planning improvements to

Abbotts Bridge Road (SR 120) between Promise Parkway and Boles Road in Johns Creek. The project will include roadway widening and several intersection upgrades, including turn lanes, landscaped medians, and sidewalk enhancements. As part of this work, approximately 7,225 linear feet of 10 inch water main and associated appurtenances will need to be relocated within the existing right of way. Water service to customers will remain uninterrupted throughout the construction period. GDOT intends to bid the roadway improvements in mid 2026 and has requested execution of a Contract Item Agreement (CIA) with Fulton County to allow GDOT to include the water main relocation work in its bid package. Following award of the construction contract, Fulton County will reimburse GDOT for the actual water main relocation costs in accordance with the CIA. Fulton County staff will be on-site during the relocation to ensure all work meets County standards. The estimated cost for the relocation and installation of the impacted water mains is $2,426,610.00. Funding has been budgeted through the Water and Sewer Fund and is included in the 2026 - 2030 Capital Improvement Program.

Community Impact: Fulton County currently operates 10 inch and 8 inch water mains serving properties along Abbotts Bridge Road (SR 120). The planned road improvements will impact these existing water lines, which provide service to developments in the area and support the water distribution system supplying the City of Johns Creek.

Department Recommendation: The Department of Public Works believes that the most cost effective approach to completing the water main relocations is to allow the Georgia Department of Transportation (GDOT) to include the work in its roadway project bid. Therefore, Public Works recommends that Fulton County enter into a Contract Item Agreement (CIA).

Project Implications: The road improvements will impact the existing water mains due to grade modifications and roadway widening along Abbotts Bridge Road (SR 120), which require the relocation of water mains and the adjustment of valves to match the proposed roadway surface. These relocations are necessary to maintain uninterrupted water service in the area.

Community Issues/Concerns: During construction of the relocations, water service will be maintained, although temporary interruptions may be necessary during tie ins to the existing and newly installed water mains.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed Contract Item Agreement (CIA).

Contract Modification

New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Georgia Department of Transportation (GDOT)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

EXHIBITS-A PI 721000-Fulton County W&S Contract Item Agm Pkg

Contact Information *(Type Name, Title, Agency and Phone)*

Georgia Department of Transportation (GDOT)

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$2,426,610.00
TOTAL:	$2,426,610.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

Water and Sewer R & E Fund, 203-540-5400-I301

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

February 4, 2026

Mr. Robb Pitts
Chairman
Fulton County Board of Commissioners
141 Pryor Street, SW
10th Floor
Atlanta, GA 30303

Subject: **Project No. STP00-0189-01(010), Fulton County**
P.I. No. 721000-
Contract Item Agreement Undated – Water and Sewer Facilities

Dear Mr. Pitts:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to **Fulton County** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which **Fulton County** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **$2,426,610.00** of which the **Department** will bear **0% or $0.00** and **Fulton County will bear 100% or $2,426,610.00**. Also, attached is a cost estimate supporting the Agreement.

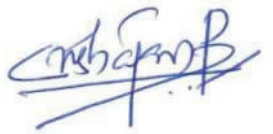
If the Agreement meets with your approval, please handle for execution on behalf of **Fulton County** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of **Fulton County** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide Fulton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that Fulton County pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Paul DeNard, P.E., District 7 Engineer
Justin Willingham, E.I.T., District 7 Utilities Manager
Achor Njoku, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: STP00-0189-01(010), Fulton County
G.D.O.T. P.I. No.: 721000-

THIS AGREEMENT, made this _____ , by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **Fulton County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to widen State Route 120 from Jones Creek Commons to south of Boles Road in Fulton County, Georgia**, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the LOCAL AGENCY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **$2,426,610.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **$0.00 or 0% and the LOCAL AGENCY shall bear $2,426,610.00 or 100%.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

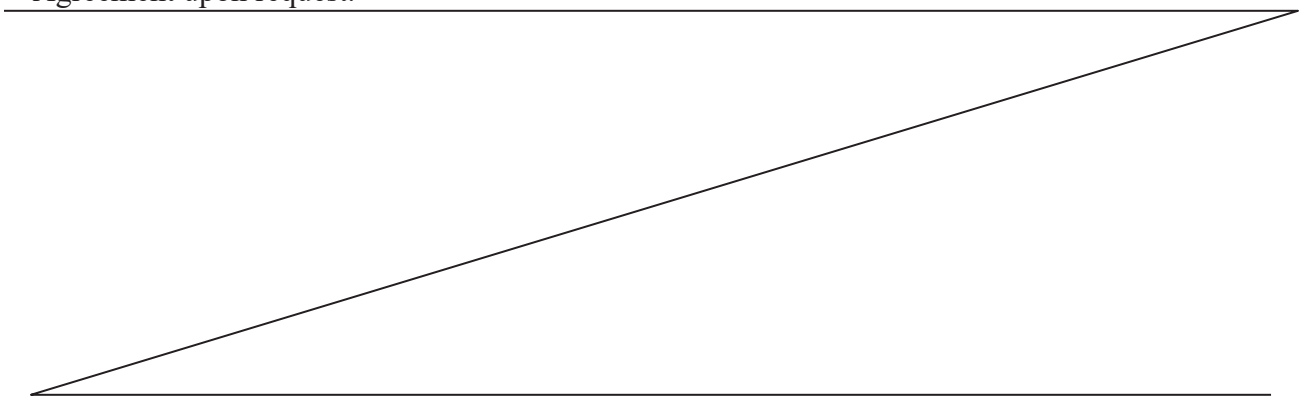
10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FULTON COUNTY

BY: _____
CHAIRMAN

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

Signed on behalf Fulton County pursuant to resolution dated _____.
****

FEIN_____ BY: _____
********** **SECRETARY/ASST. SECRETARY**
(OFFICIAL SEAL)

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: STP00-0189-01(010)
COUNTY: FULTON
G.D.O.T. P.I. NO.: 721000-
DATE: February 4, 2026 DB

Signed, sealed and delivered this _____
day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY:_____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project STP00-0189-01(010), FULTON COUNTY, P.I. No. 721000- to widen State Route 120 from Jones Creek Commons to south of Boles Road in Fulton County and that Mr. Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the _____ day of _____, 20___.

ATTEST:

_____ BY:_____

COMMISSION CLERK CHAIRMAN

APPROVED AS TO FORM:

BY: _____

COUNTY ATTORNEY

STATE OF GEORGIA,

FULTON COUNTY

I _____ , as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY:_____

COMMISSION CLERK

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. STP00-0189-01(010), P.I. NO. 721000-, TO WIDEN STATE ROUTE 120 FROM JONES CREEK COMMONS TO SOUTH OF BOLES ROAD IN FULTON COUNTY, GEORGIA.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) | Date of Authorization

_____

Name of Contractor

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

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor) | Title (of Authorized Officer or Agent of Contractor)

_____ _____

Signature (of Authorized Officer or Agent) | Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

[NOTARY SEAL]

_____

Notary Public

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works, Water Resources
PI- 0721000-Abbots BR RD-Primrose Pky to Boles Rd-CIA Estimate

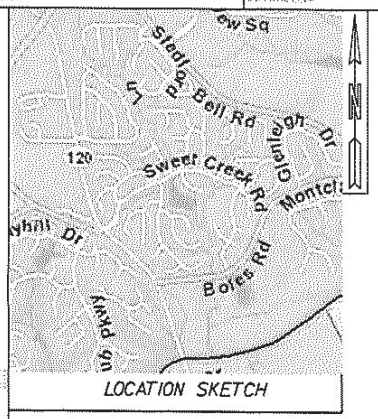
		Additional Description	Unit	Orig Est Unit Price	In-Kind Items: Orig Plan Total Qty	In-Kind Items: Orig Est Cost	Betterment Items: Orig Plan Total Qty	Betterment Items: Orig Est Cost	In-Kind / Betterment Total Qty	Actual Bid Costs: Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost	Actual Betterment Bid Cost
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)		EA	$ 700.00	15	$ 10,500.00		$ -	15		$ -	$ -	$ -	FALSE	$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)		EA	$ 1,000.00	15	$ 15,000.00		$ -	15		$ -	$ -	$ -	$ -	$ -
600-0001	FLOWABLE FILL(600-0001)		CY	$ 175.00	150	$ 26,250.00		$ -	150		$ -	$ -	$ -	$ -	$ -
670-1060	WATER MAIN, 6 IN	DIP, CLASS 51	LF	$ 80.00	220	$ 17,600.00		$ -	220		$ -	$ -	$ -	$ -	$ -
670-1080	WATER MAIN, 8 IN	DIP, CLASS 51	LF	$ 110.00	242	$ 26,620.00		$ -	242		$ -	$ -	$ -	$ -	
670-1100	WATER MAIN, 10 IN	DIP, CLASS 51	LF	$ 140.00	7225	$ 1,011,500.00		$ -	7225		$ -	$ -	$ -	$ -	
670-1120	WATER MAIN, 12 IN	DIP, CLASS 51	LF	$ 170.00	250	$ 42,500.00		$ -	250		$ -	$ -	$ -	$ -	
670-1160	WATER MAIN, 16 IN	DIP, CLASS 51	LF	$ 232.00	20	$ 4,640.00		$ -	20		$ -	$ -	$ -	$ -	
670-1600	CUT & PLUG EXISTING WATER MAIN		EA	$ 3,000.00	16	$ 48,000.00		$ -	16		$ -	$ -	$ -	$ -	$ -
670-7220	INSERTION VALVE, 8 IN		EA	$ 14,000.00	2	$ 28,000.00		$ -	2		$ -	$ -	$ -	$ -	$ -
670-7225	INSERTION VALVE, 10 IN		EA	$ 16,000.00	2	$ 32,000.00		$ -	2		$ -	$ -	$ -	$ -	$ -
670-2003	AIR RELEASE VALVE ASSEMBLY		EA	$ 7,500.00	3	$ 22,500.00		$ -	3		$ -	$ -	$ -	$ -	
670-2060	GATE VALVE, 6 IN		EA	$ 3,000.00	1	$ 3,000.00		$ -	1		$ -	$ -	$ -	$ -	$ -
670-2080	GATE VALVE, 8 IN		EA	$ 5,000.00	2	$ 10,000.00		$ -	2		$ -	$ -	$ -	$ -	
670-2100	GATE VALVE, 10 IN(670-2100)		EA	$ 6,000.00	14	$ 84,000.00		$ -	14		$ -	$ -	$ -	$ -	
670-2120	GATE VALVE, 12 IN		EA	$ 8,000.00	1	$ 8,000.00		$ -	1		$ -	$ -	$ -	$ -	$ -
670-2160	GATE VALVE, 16 IN		EA	$ 14,000.00	1	$ 14,000.00		$ -	1		$ -	$ -	$ -	$ -	$ -
670-2002	VALVE MARKER		EA	$ 180.00	35	$ 6,300.00		$ -	35		$ -	$ -	$ -	$ -	$ -
670-9260	STEEL CASING, 18 IN		LF	$ 200.00	20	$ 4,000.00		$ -	20		$ -	$ -	$ -	$ -	$ -
615-2540	JACK OR BORE PIPE, 18 IN	STEEL CASING	LF	$ 300.00	804	$ 241,200.00		$ -	804		$ -	$ -	$ -	$ -	
670-2700	ABANDONMENT OF WATER VALVES		EA	$ 1,000.00	25	$ 25,000.00			25		$ -	$ -	$ -	$ -	
615-1000	JACK OR BORE PIPE -(615-1000)	12 IN, STEEL	LF	$ 200.00	212	$ 42,400.00		$ -	212		$ -	$ -	$ -	$ -	
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN		EA	$ 6,000.00	1	$ 6,000.00		$ -	1		$ -	$ -	$ -	$ -	
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN		EA	$ 8,500.00	12	$ 102,000.00		$ -	12		$ -	$ -	$ -	$ -	$ -
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN		EA	$ 9,000.00	4	$ 36,000.00		$ -	4		$ -	$ -	$ -	$ -	$ -
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN		EA	$ 14,000.00	1	$ 14,000.00		$ -	1		$ -	$ -	$ -	$ -	$ -
670-3169	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 12 IN		EA	$ 15,000.00	1	$ 15,000.00		$ -	1		$ -	$ -	$ -	$ -	
670-3171	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN		EA	$ 18,000.00	2	$ 36,000.00		$ -	2		$ -	$ -	$ -	$ -	$ -
670-4000	FIRE HYDRANT		EA	$ 8,500.00	22	$ 187,000.00		$ -	22		$ -	$ -	$ -	$ -	$ -
670-5010	WATER SERVICE LINE, 1 IN	K COPPER	LF	$ 70.00	200	$ 14,000.00		$ -	200		$ -	$ -	$ -	$ -	$ -
670-5020	WATER SERVICE LINE, 2 IN	K COPPER	LF	$ 80.00	200	$ 16,000.00		$ -	200		$ -	$ -	$ -	$ -	$ -
670-5030	WATER SERVICE LINE, 3 IN	K COPPER	LF	$ 50.00	150	$ 7,500.00			150		$ -	$ -	$ -	$ -	
670-5620	WATER SERVICE LINE, 3/4 IN	K COPPER	LF	$ 50.00	250	$ 12,500.00		$ -	250		$ -	$ -	$ -	$ -	$ -
670-5015	WATER SERVICE LINE, 1 1/2 IN	K COPPER	LF	$ 70.00	100	$ 7,000.00		$ -	100		$ -	$ -	$ -	$ -	$ -
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX		EA	$ 5,000.00	5	$ 25,000.00		$ -	5		$ -	$ -	$ -	$ -	
670-9730	RELOCATE EXIST WATER METER, INCL BOX		EA	$ 2,000.00	5	$ 10,000.00		$ -	5		$ -	$ -	$ -	$ -	
670-0817	WATER METER, INCL BYPASS & VAULT, 4 IN AND LARGER		EA	$ 25,000.00	6	$ 150,000.00		$ -	6		$ -	$ -	$ -	$ -	
670-9800	ADJUST EXISTING WATER METER, INCLUDING VAULT		EA	$ 12,000.00	1	$ 12,000.00		$ -	1		$ -	$ -	$ -	$ -	
670-9905	REMOVE EXIST AIR RELEASE VALVE ASSEMBLY		EA	$ 200.00	3	$ 600.00		$ -	3		$ -	$ -	$ -	$ -	
670-9920	REMOVE EXISTING FIRE HYDRANT		EA	$ 1,000.00	14	$ 14,000.00		$ -	14		$ -	$ -	$ -	$ -	
611-8050	ADJUST MANHOLE TO GRADE(611-8050)		EA	$ 1,800.00	5	$ 9,000.00		$ -	5		$ -	$ -	$ -	$ -	
670-9895	REMOVE EXIST WATER METER & VAULT, 4 IN OR LARGER		EA	$ 5,000.00	6	$ 30,000.00		$ -	6		$ -	$ -	$ -	$ -	
		* Task Allowance	Unit	$ -		$ -					$ -	$ -	$ -		
		Total				$ 2,426,610.00		$ -	0				$ -		

GDOT SHARE	TOTAL EST In-Kind	TOTAL Betterment EST	TOTAL Actual Bid Cost	TOTAL Actual In-Kind Bid Cost	TOTAL Betterment Bid Cost	TOTAL Betterment Bid Cost
0.00%	$ 2,426,610.00	$ -	$ -	$ -	$ -	$ -

FACILITY OWNER SHARE	TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL ESTIMATE IN-KIND & BETTERMENT	TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) *FACILITY OWNER SHARE*	TOTAL BID COST IN-KIND & BETTERMENT
100.00%	$ 2,426,610.00	$ 2,426,610.00	$ -	$ -

	TOTAL ESTIMATE IN-KIND (REIMBURSIBLE) GDOT SHARE	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT	TOTAL BID COST IN-KIND (REIMBURSIBLE) *GDOT SHARE*	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT
	$ -	$ 2,426,610.00	$ -	$ -

Notes: *Task Allowance: (As designated by Fulton County Project Manager) **Items highlited were not submitted in CES



DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

Fulton County Proposed Waterline Plans

ABBOTS BRIDGE ROAD PI0721000
INC WIDENING & AUXILIARY LANES

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GDOT P.I. No. 0721000

DRAWING No. 44-CS-FC

GDOT | P.I. No. 0721000

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

Fulton County Proposed Waterline Notes

ABBOTTS BRIDGE ROAD PI0721000
INC WIDENING & AUXILIARY LANES

FULTON COUNTY UTILITY NOTES:

1. ALL EXISTING WATER LINES, VALVES, VALVE BOXES, METER BOXES SHALL BE FIELD LOCATED AND VERIFIED, FOR LOCATION, SIZE, AND MATERIAL TYPE INCLUDING ALL EXISTING SANITARY SEWER MANHOLES. COST FOR VERIFICATION WILL BE INCLUDED IN THE OVERALL BID PRICE OF THE PROJECT.
2. ALL EXISTING WATER LINE SERVICES SHALL BE CONNECTED TO THE NEWLY INSTALLED WATER LINE. ALL WATER METERS TO BE PLACED JUST OUTSIDE THE R/W.
3. THE EXISTING WATER AND SANITARY SEWER UTILITIES LOCATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE APPROXIMATE LOCATIONS; THEREFORE, THE CONTRACTOR SHALL FIELD LOCATE AND VERIFY THEIR EXISTING HORIZONTAL AND VERTICAL LOCATIONS, PRIOR TO THE COMMENCEMENT OF THE PROJECT.
4. ALL FIRE HYDRANTS SHALL BE INSTALLED AT 400 FEET INTERVALS ALONG THE NEWLY INSTALLED WATER LINE. CONTRACTOR TO INSTALL AIR RELEASE VALVES AND BLOW OFF VALVES AT NO SEPARATE COST.
5. THE CONTRACTOR SHALL INSTALL ALONG THE NEW WATER LINE ISOLATION GATE VALVES AT 800 FEET INTERVALS (I.E. AT EVERY OTHER FIRE HYDRANT) AND/OR AS PER CURRENT INSTALLATION CONDITION APPROVED BY FULTON COUNTY PROJECT MANAGER; SEE DETAIL FOR ONE/TWO WAY FLOW.
6. THE PROPOSED WATER LINE (D.I.P) SHALL BE PRESSURE CLASS 350 PSI, AND THICKNESS CLASS 51, MADE IN U.S.A.
7. ALL STEEL CASINGS ARE TO EXTEND MINIMAL 3 FEET BEYOND BACK OF CURB.
8. THE MINIMUM COVER OF FOUR (4) FEET IS REQUIRED OVER THE PROPOSED WATER LINE FROM THE FINISHED GRADE.
9. ALL ABANDONED WATER LINES LARGER THAN 6" I.D. SHALL BE FILLED WITH FLOWABLE FILL.
10. ELECTRONIC LOCATER TAPE TO BE INSTALLED 2 FT ABOVE AND ALONG THE PIPE. COST OF ELECTRONIC TAPE SHALL BE INCLUDED IN THE UNIT COST FOR INSTALLING THE WATERLINE.
FULTON COUNTY'S STANDARD DRAWINGS CAN BE FOUND AT, WEBSITE:
HTTPS://WWW.FULTONCOUNTYGA.GOV/SERVICES/VIEW-CONSTRUCTION-STANDARD-DETAILS. IF NOT FOUND, CONTACT FC PROJECT MANAGER.
11. DURING CONSTRUCTION, ANY UTILITY CONFLICT(S) THAT MAY CHANGE THE ORIGINAL DESIGN PLANS WILL NEED TO BE PREAPPROVED BY FULTON COUNTY WATER PROJECT MANAGER.
12. ALL COST ASSOCIATED WITH SAW CUTS TO BE INCLUDED IN THE UNIT COST FOR PIPE INSTALLATION.

FULTON COUNTY GENERAL NOTES

1. CONTRACTOR TO INSTALL WATER METERS ON FIRE LINES, INCLUDING VAULT AND BYPASS PIPING. CONTRACTOR IS RESPONSIBLE TO SALVAGE ALL OLD WATER METERS, AND DELIVER THEM TO FULTON COUNTY. THE CONTRACTOR SHALL COORDINATE ALL WATER UTILITY WORK WITH FULTON COUNTY PROJECT MANAGER.

2. EXISTING WATER METER LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY EXISTING WATER METER LOCATIONS, PRIOR TO THEIR RELOCATION, DURING CONSTRUCTION. CONTRACTOR SHALL RECONNECT AND/OR CONNECT EXISTING WATER SERVICE LINES AND WATER METERS TO WATER MAIN. ALL EXISTING WATER LINE SERVICES SHALL BE CONNECTED TO THE NEWLY INSTALLED WATER LINE. RELOCATED METERS SHALL BE PLACED ON TOP OF EXISTING SERVICE LINES AS THEY EXIT THE RIGHT OF WAY OR EASEMENT.

3. ALL EXISTING FIRE HYDRANTS AND VALVES REMOVED DUE TO ROAD CONSTRUCTION SHALL BE SALVAGED AND DELIVERED TO THE FULTON COUNTY DEPARTMENT OF WATER AND SEWER MAINTENANCE DIVISION.

4. THE CONTRACTOR SHALL NOT INCLUDE THE PAYMENT FOR CUT AND PLUG OF EXISTING PIPE INTO THE LINEAR FEET UNIT PRICE FOR NEW PIPES. THE CONTRACTOR SHALL PROVIDE UNIT PRICE FOR AN ESTIMATED AMOUNT OF CUTS AND PLUGS TO EXISTING WATER PIPE, AND IT SHALL BE INCLUDED IN THE PROJECT'S WATER UTILITY BID ITEM. THE EXISTING PIPES CUT AND PLUG LOCATIONS SHALL BE COORDINATED WITH FULTON COUNTY PROJECT MANAGER PRIOR TO PERFORMING THE WORK.

5. SERVICE TIE-INS FOR COMMERCIAL SITES & SUBDIVISION MAINS MUST BE PERFORMED AT NIGHT AND SHALL BE COORDINATED WITH FULTON COUNTY PROJECT MANAGER.

6. CONTRACTOR IS RESPONSIBLE TO NOTIFY WATER CUSTOMERS AND PUBLIC, SEVEN (7) DAYS PRIOR TO WATER SERVICE DISRUPTION, DUE TO PROJECT ACTIVITIES (I.E. WATER MAIN SHUT-OFF, ISOLATION AND SERVICE TIE-IN), IN ACCORDANCE WITH FULTON COUNTY STANDARD.

7. CONTRACTOR SHALL RAISE ALL EXISTING AND NEWLY INSTALLED WATER VALVE BOXES, EXISTING AND NEWLY INSTALLED SANITARY SEWER MANHOLES, EXISTING AND NEWLY INSTALLED WATER METERS TO PROJECT'S FINISH GRADE, INCLUDING ALL EXISTING AND NEWLY INSTALLED FIRE HYDRANTS WITHIN THE PROJECT LIMITS, AS REQUIRED BY FULTON COUNTY STANDARDS AND SPECIFICATIONS.

8. CONTRACTOR SHALL RAISE EXISTING VALVE BOXES AS REQUIRED. IF VALVE BOX BECOMES DEEPER THAN 6', CONTRACTOR SHALL INSTALL STEM EXTENSION PER FULTON COUNTY STANDARDS AND SPECIFICATIONS, COST SHALL BE INCLUDED IN BID PRICE OF ADJUSTING VALVE BOX TO GRADE

9. THE CONTRACTOR IS RESPONSIBLE TO PROTECT EXISTING WATER MAINS, VAULTS AND APPURTENANCES DURING PROJECT STAGING, PRIOR TO THE PROJECT START-UP, AND WHILE ROAD WORK CONSTRUCTION ACTIVITIES ARE IN PROGRESS.

10. SANITARY SEWER LINE SHALL BE TESTED, BY THE CONTRACTOR, PER FULTON COUNTY PUBLIC WORKS, SEWER SPECIFICATIONS.

WATER DISTRIBUTION NOTES

1. ALL WORK ACTIVITIES AND MATERIALS SHALL CONFORM TO CURRENT FULTON COUNTY STANDARDS AND SPECIFICATIONS.

2. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY FULTON COUNTY PUBLIC WORKS DEPARTMENT WATER AND SEWER DIVISION TWENTY FOUR (24) HOURS PRIOR TO THE START OF WATER LINE CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL CONTACT GEORGIA UTILITIES PROTECTION CENTER AT (GAUPC.COM), BEFORE INITIATING ANY EXCAVATION.

4. WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF FOUR (4) FEET BELOW THE FINISHED GROUND SURFACE, AND A MINIMUM OF FIVE (5) FEET BELOW THE FINISHED ROADWAY PAVEMENT SURFACE.

5. ALL FIRE HYDRANTS ARE TO BE 3-WAY 5-1/4"TYPE, OR AS APPROVED BY FULTON COUNTY PUBLIC WORKS WATER SERVICE DIVISION.

6. CONCRETE VALVE MARKERS ARE TO BE INSTALLED AT ALL WATER VALVES, EXCEPT AT FIRE HYDRANTS.

7. CONCRETE BLOCKING SHALL BE PLACED AT ALL BENDS, TEES, FITTINGS AND PLUGS. COST OF CONCRETE FOR THURST BLOCKS AND ANCHORS SHALL BE INCLUDED IN THE PRICE BID FOR WATER MAIN.

8. THE CONTRACTOR SHALL INSTALL 300 PSI CURB STOPS AND CORPS STOPS AS REQUIRED PER FULTON COUNTY SPECIFICATIONS AND STANDARDS.

9. ALL TAPS SHALL BE DIRECT TAPS, OR AS APPROVED BY FULTON COUNTY PUBLIC WORKS, WATER SERVICE DIVISION.

10. WATER LINE SYSTEMS SHALL BE PRESSURE AND BACTERIA TESTED, BY THE CONTRATOR, PER FULTON COUNTY PUBLIC WORKS, WATER SPECIFICATIONS.

11. ALL INSTALLED WATER LINE SYSTEMS WILL NOT BE ACCEPTED BY THE FULTON COUNTY, PUBLIC WORKS, WATER SERVICES DIVISION, AND PROJECT MANAGER, UNLESS THE PROJECT'S WATER LINE AS-BUILT DRAWINGS ARE UPDATED, COMPLETED, AND ARE SUBMITTED, BY THE CONTRACTOR TO THE COUNTY PROJECT MANAGER FOR REVIEW AND APPROVAL. THE COUNTY REVIEW AND APPROVAL PROCESS SHALL INCLUDE ONSITE INSPECTION WALK THROUGH, WITH COUNTY AND CONTRACTOR STAFF, AND THE CONTRACTOR IS REQUIRED TO FURNISH A COPY OF THE SUBMITTED AS-BUILT WATER LINE DRAWINGS ON SITE.

12. THE CONTRACTOR SHALL NOTIFY FULTON COUNTY PUBLIC WORKS PROJECT MANAGER OF ANY DESCRIPENCIES PRIOR TO CONSTRUCTION START, DUE TO THE PROJECT'S SITE CURRENT CONDITION.

13. THE CONTRACTOR SHALL INCLUDE IN THEIR SUBMITTED BID DOCUMENT, A BID ITEM WITH ITS UNIT COST, AND ESTIMATED QUANTITY, FOR EXISTING WATER LINE FIELD VERIFICATION, COORDINATION, AND LOCATION.

14. EXISTING WATERLINES LOCATED LESS THAN 3 FEET BENEATH A PROPOSED STORM SEWER LINE ARE TO HAVE A CONCRETE PAD (3' X 3' X 6") PLACE ABOVE THE EXISTING WATERLINE AND UNDER THE STORM SEWER LINE.

15.WET TAP OR STRAIGHT TIE-IN WITH GATE VALVE DEPENDING ON THE SITUATION IN THE FIELD.

16. ALL WATERLINE LOCATIONS WITH LESS THAN 4 FEET OF COVERAGE TO HAVE A CONCRETE SLAB (MINIMAL THICKNESS 6 INCHES; WITH #5 REBAR LAID IN BOTH DIRECTIONS ON CENTER).

17. ALL REMOVED OLD WATER VALVES, METERS, AND FIRE HYDRANTS SHALL BE DELIVERED TO FULTON COUNTY AT,

11575 MAXWELL ROAD
ALPHARETTA, GA. 30009

18. THE EXISTING WATERLINE LOCATION SHOWN ON PROJECT DRAWINGS MAY BE PER THE COUNTY G.I.S., THEREFORE, IT'S CURRENT SITE LOCATION SHALL BE FIELD VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION AND ANY INSTALLATION OF PROPOSED WATERLINE, INCLUDING IT'S SIZE.

19. THE INSTALLED WATERLINE SYSTEM SHALL BE PRESSURE AND BACTERIA TESTED AND PAID FOR BY THE CONTRACTOR, PER FULTON COUNTY PUBLIC WORKS SPECIFICATIONS.

20. AS NEEDED, INSERTION VALVES MAY NEED TO BE INSTALLED TO PROVIDE UNINTERUPTED WATER SERVICE. CONTRACTOR TO COORDINATE THIS WORK WITH THE FULTON COUNTY CONSTRUCTION PROJECT MANAGER.

21. ANY MANHOLE RING AND COVER THAT IS LOCATED IN THE PAVEMENT SHALL BE TRAFFIC RATED AND LOCKABLE.

22. THE INSTALLATION AND COSTING OF WATER METERS BELOW 1 1/2 INCH, INCLUDES BACKFLOW PREVENTOR. BIDDERS SHALL IDENTIFY THIS ITEM AND UNIT PRICE INTO PROJECT TOTAL BID COST.

23. THE INSTALLATION AND COSTING OF WATER METERS BELOW 1 1/2 INCH SERVICE, EXCLUDES BACKFLOW PREVENTOR. BIDDERS SHALL IDENTIFY THIS ITEM AND UNIT PRICE INTO PROJECT TOTAL BID COST.

NOTES: BACKFLOW PREVENTOR FOR WATER SERVICE GREATER THAN 1 1/2 INCH.

BACKFLOW PREVENTOR, WITH VAULT SHALL BE RELOCATED AND INSTALLED BY THE PROPERTY OWNER, PRIOR TO CONSTRUCTION. BACKFLOW PREVENTORS AND VAULTS THAT ARE NOT RELOCATED AND INSTALLED OUT OF THE ROADWAY RIGHT OF WAY, MAYBE, AT THE APPROVAL OF FULTON COUNTY PROJECT MANAGER, RELOCATED AND INSTALLED OUT OF RIGHT OF WAY OR EASEMENT UNTO THE OWNERS PROPERTY BY THE CONTRACTOR TO MINIMIZE CONSTRUCTION DELAY.

Fulton County Emergency Contact Numbers:

WATER
24 Hour Contact Phone Number
(770) 640-3040

SEWER
24 Hour Contact Phone Number
(404)713-3217

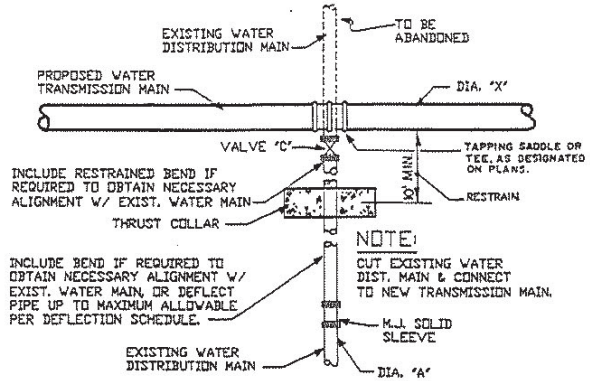
GEORGIA REGISTERED NO. 029010 PROFESSIONAL ENGINEER JOHN K. HOWLADER

FULTON COUNTY

REVISION DATES

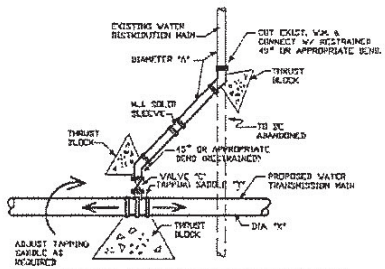
DRAWING No. 44-000A

FULTON COUNTY PUBLIC WORKS
STANDARD DETAILS



CONNECTION TO EXISTING WATER MAIN

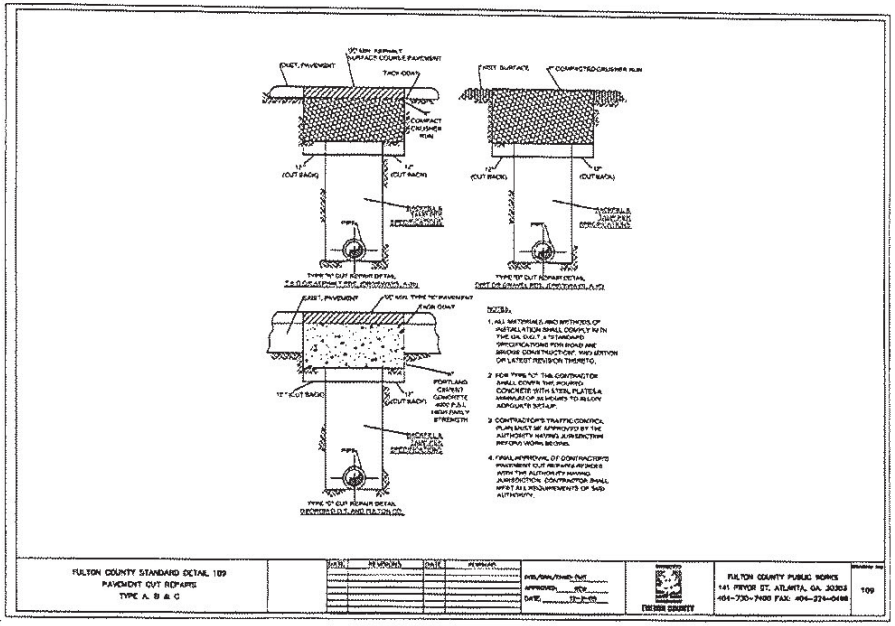
TYPE D



CONNECTION TO EXISTING WATER MAIN

TYPE C

N.T.S.



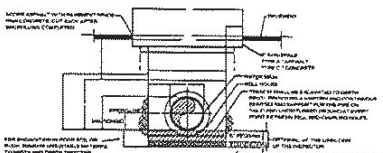
FULTON COUNTY STANDARD DETAIL 109
PAVEMENT CUT REPAIRS
TYPE A, B & C

NO.	REVISIONS	DATE	NO.	REVISIONS

PUBLIC/PRIVATE PROJ. _____
APPROVED: _____ PFW
DATE: 12-2-99

FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0448

109



ALLOWABLE TRENCH WIDTHS

PIPE SIZE (NOM)	A SIDE CLEARANCE INCH		B DITCH WIDTH INCH				C SHORING WIDTH (ADDITIONAL-INCH)	D CUT REPAIR WIDTH FEET	
	SOIL	ROCK	SOIL		ROCK			SOIL	ROCK
			1/2	3/4	1/2	3/4		W1 / W2	W1 / W2
3/4"-2"	2	6	NA	8	NA	14	AS APPROVED	NA 3.00	NA 3.17
4"	9	12	25	23	27	23	AS APPROVED	4.58 3.67	4.25 4.00
6"	9	12	28	28	30	30	AS APPROVED	4.75 4.33	4.50 4.50
8"	9	12	32	30	34	32	AS APPROVED	4.67 4.50	4.63 4.67
10"	9	12	34	32	36	34	AS APPROVED	4.83 4.67	5.00 4.83
12"	9	12	36	34	38	36	AS APPROVED	5.00 4.83	5.17 5.00
14"	9	14	39	36	41	38	AS APPROVED	5.23 5.00	5.42 5.17
16"	9	14	42	38	44	40	AS APPROVED	5.50 5.17	5.67 5.33
20"	9	14	45	44	47	46	AS APPROVED	5.75 5.67	5.92 5.83
24"	9	14	50	46	52	50	AS APPROVED	6.17 6.00	6.33 6.17
30"	9	18	58	54	60	56	AS APPROVED	6.83 6.50	7.00 6.67
36"	9	18	64	61	66	63	AS APPROVED	7.33 7.08	7.50 7.25
42"	9	18	72	64	74	66	AS APPROVED	8.00 7.33	8.17 7.50
48"	9	18	78	73	80	76	AS APPROVED	8.50 8.00	8.34 8.25

NOTES:
1. EXCAVATION BACKFILL & SHALL BE MADE FOR PIPE AND SHALL UNDER SHALL NOT UNNECESSARILY EXPOSE TRENCH BEYOND MAXIMUM LIMITS. LIMITS SHALL BE MEASURED VERTICALLY IN PIPE (INCLUDING FILL) AT BE MANUFACTURER, MAY FALL PARTLY OR ANY MATERIAL IN EXCESS TRENCHES.
2. BACKFILL FOR STANDARD ALL CONTAIN A SUBSTANTIAL UNIFORMITY OF MATERIAL AND COMPACTION AND THE NOT EXCEED 6 INCHES IN DIAMETER, NOR SHALL FROZEN OR ANY MATERIAL BE USED AS BACKFILL UNDERNEATH OR WITHIN 12" OF ANY PAVEMENT, CURB OR SIDEWALK.
3. EXCAVATION TRENCH CONSTRUCTION TEST 6 WIDTHS SPECIFIED ALLOWING FOR AND THE NOT EXCEED WIDTH OF TRENCH WIDTHS OF NOT LESS THAN 90% OF TRUE WIDTHS CONSTRUCTION ROADWAY SPECIFIED WILL CLEARER CUTWIDTH DETERMINED BY THE MODIFIED PROCTOR TEST & ASTM D698.
4. EXCAVATION TRENCH CONSTRUCTION TEST 6 MAY BE PERFORMED BY CUTTING ON FINISHED STREETS WHERE ALL CRITERIA ARE MET AS SPECIFIED ABOVE. ALL TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT LABORATORY. A MINIMUM OF ONE TEST PER 300 LINEAR FEET OF PIPE INSTALLED (BY SIDE OF THE LINE) OF TRENCH WIDTH CONSTRUCTION VALUES 10%, FOR CONSTRUCTION PRACTICE, AT THE OPTION OF THE ENGINEER, ADDITIONAL TESTS MAY BE REQUIRED.
5. ALL PERSONS WHO ARE FULLY CONTROL TO INSTALL AND UNIFORMLY ALONG TRENCH.
6. FOR PIPE SIZES NOT SHOWN SEE DRAWING 103

FULTON COUNTY STANDARD DETAIL 103
ALLOWABLE TRENCH WIDTHS

NO.	REVISIONS	DATE	NO.	REVISIONS

PUBLIC/PRIVATE PROJ. _____
APPROVED: _____ PFW
DATE: 12-2-99

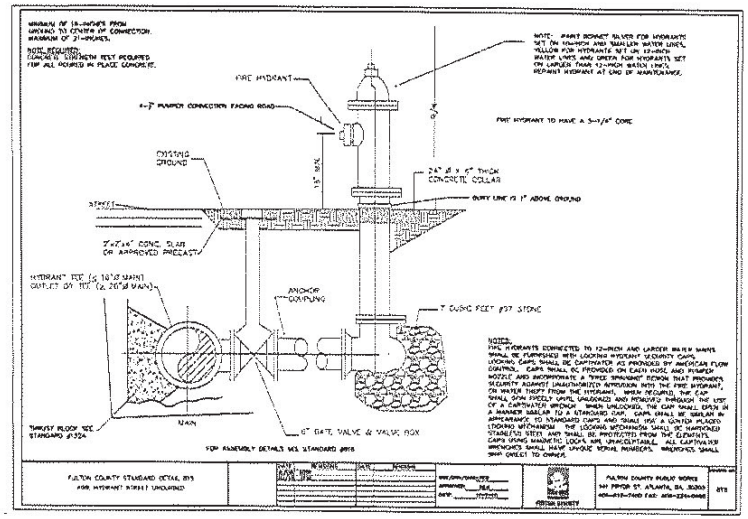
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0448

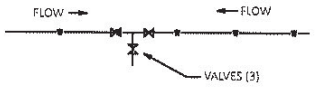
103

FULTON COUNTY

DRAWING No.
44-0008

FULTON COUNTY PUBLIC WORKS
STANDARD DETAILS



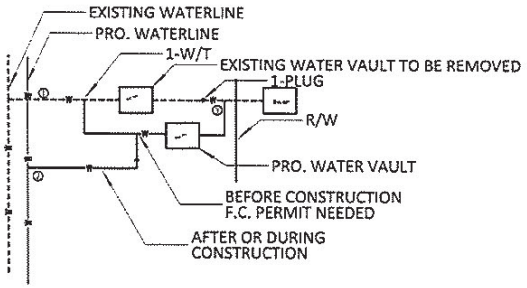


WATERLINE INSTALL
W/ 2 WAY FEED (NTS)

Double Directional Flow:
See Fulton County Utility Notes - Newly installed/proposed waterline at intersections; no additional cost.

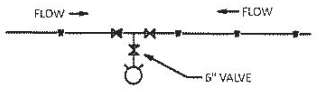
WATERLINE INSTALL
W/ 1 WAY FEED (NTS)

Single Directional Flow:
See Fulton County Utility Notes - Newly installed/proposed waterline at intersections; no additional cost.



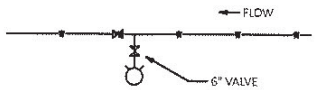
SERVICE LINE FOR WATER VAULT DETAILS

NOTE:
1. TO USE EXISTING WATER MAIN FOR TIE-IN
2. TO USE THE PROPOSED WATER MAIN FOR TIE-IN.
3. SERVICE CONNECTION TO BE BEHIND BACKFLOW PREVENTER.



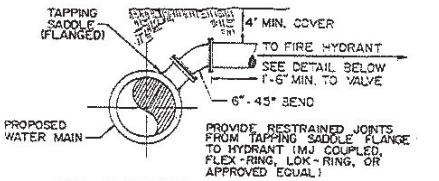
FH INSTALL W/ 2 WAY FEED
(NTS)

Double Directional Flow:
See Fulton County Utility Note 5- Newly installed/proposed waterline at alternating FH locations; no additional cost.

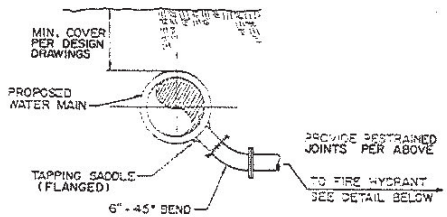


FH INSTALL W/ 1 WAY FEED
(NTS)

Single Directional Flow:
See Fulton County Utility Note 5- Newly installed/proposed waterline at alternating FH locations; no additional cost.



AIR RELEASE CONNECTION
N.T.S.



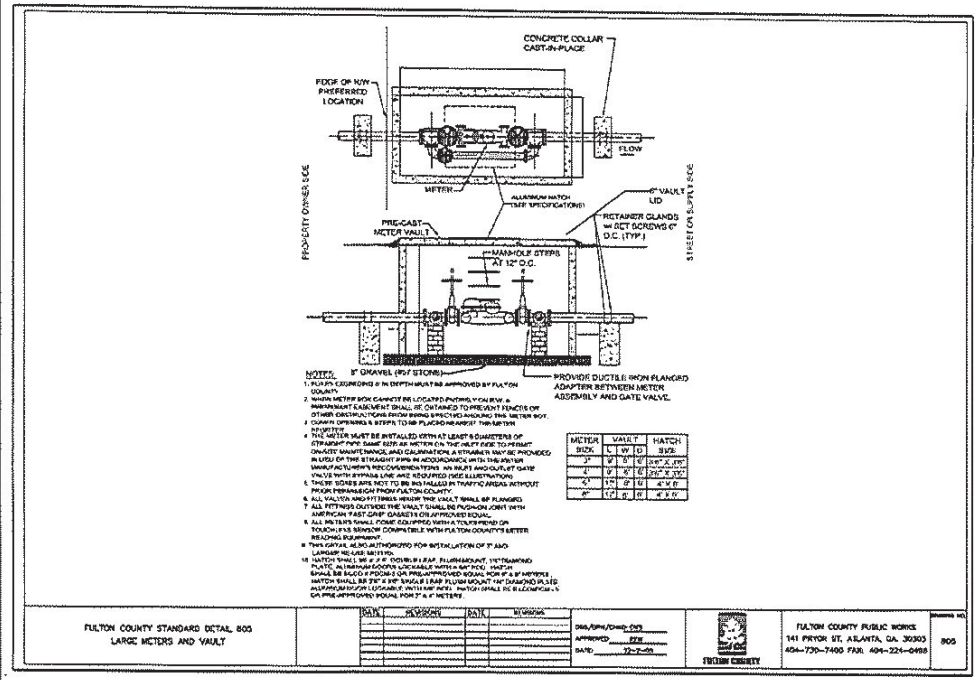
TYPICAL BLOW-OFF ASSEMBLY
N.T.S.

HTTPS://WWW.FULTONCOUNTYGA.GOV/SERVICES/VIEW-CONSTRUCTION-STANDARD-DETAILS
STRUCTURE ADJUSTMENT - FULTON COUNTY STANDARD DETAIL 105
STUB OUT DETAIL - FULTON COUNTY STANDARD DETAIL 124
WATER VALVE MARKER - FULTON COUNTY STANDARD DETAIL 821

FULTON COUNTY

DRAWING No.
44-000C

FULTON COUNTY PUBLIC WORKS
STANDARD DETAILS



NOTES:
1. PLACE COMPACTED 6" IN DEPTH MUST BE APPROVED BY FULTON COUNTY.
2. WHEN METER BOX CANNOT BE LOCATED WITHIN ROW, A MAINTENANCE EASEMENT SHALL BE OBTAINED TO PREVENT FENCES OR OTHER OBSTRUCTIONS FROM BEING ERECTED AROUND THE METER BOX.
3. CLIMBING IRONRODS & STEPS TO BE PLACED REGARDLESS OF THIS NOTICE.
4. THE METER MUST BE INSTALLED WITH AT LEAST 5 DIAMETERS OF STRAIGHT PIPE SAME SIZE AS METER ON THE INLET SIDE TO PERMIT ON-SITE MAINTENANCE, AND CALIBRATION. A STRAINER MAY BE PROVIDED IN LIEU OF THE STRAIGHT PIPE IN ACCORDANCE WITH THE METER MANUFACTURER'S RECOMMENDATIONS. AN INLET AND OUTLET GATE VALVE WITH BYPASS LINE ARE REQUIRED (SEE ILLUSTRATION).
5. THESE BOXES ARE NOT TO BE INSTALLED IN TRAFFIC AREAS WITHOUT PRIOR PERMISSION FROM FULTON COUNTY.
6. ALL VALVES AND FITTINGS INSIDE THE VAULT SHALL BE FLANGED.
7. ALL FITTINGS OUTSIDE THE VAULT SHALL BE PUSH-ON JOINT WITH AMERICAN FAST GRIP GASKETS OR APPROVED EQUAL.
8. ALL METERS SHALL COME EQUIPPED WITH A TOUCH PAD OR TOUCH READ SYSTEM COMPATIBLE WITH FULTON COUNTY'S METER READING EQUIPMENT.
9. TWO (2) GATE VALVES AUTHORIZED FOR INSTALLATION OF 3" AND LARGER METERS WITH A BYPASS.
10. HATCH SHALL BE 4'-0" X 6'-0" DOUBLE LEAF, FLUSH MOUNT, DIAMOND PLATE, ALUMINUM COVER LOCKABLE WITH A 3/4" ROD. HATCH SHALL BE SIZED FOR 2 PSCM-3 OR PRE-APPROVED EQUAL FOR 3" & 4" METERS. HATCH SHALL BE 3'-0" X 5'-0" SINGLE LEAF FLUSH MOUNT 1/4" DIAMOND PLATE ALUMINUM COVER LOCKABLE WITH 3/4" ROD. HATCH SHALL BE SIZED FOR 2 PSCM-3 OR PRE-APPROVED EQUAL FOR 3" & 4" METERS.

METER SIZE	VAULT L	VAULT W	VAULT D	HATCH SIZE
1"	5'-0"	4'-0"	6'-0"	4'-0" X 6'-0"
1½"	5'-0"	4'-0"	6'-0"	4'-0" X 6'-0"
2"	5'-0"	4'-0"	6'-0"	4'-0" X 6'-0"
3"	12'-0"	6'-0"	6'-0"	4'-0" X 6'-0"
4"	12'-0"	6'-0"	6'-0"	4'-0" X 6'-0"

FULTON COUNTY STANDARD DETAIL 805
LARGE METERS AND VAULT

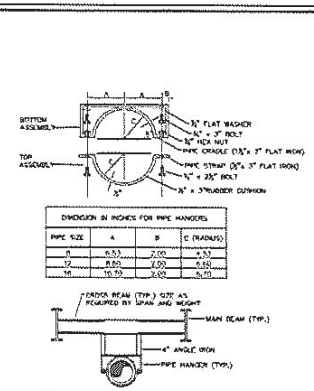
DATE	REVISIONS	DATE	REVISIONS

DES/DRN/CHKD: DWS
APPROVED: PDK
DATE: 12-7-05

FULTON COUNTY

FULTON COUNTY PUBLIC WORKS
141 PRYOR ST, ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0498

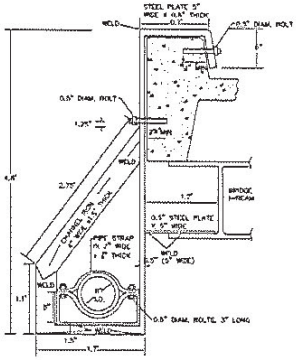
DRAWING NO. 805



DIMENSION IN INCHES FOR PIPE HANGERS			
PIPE SIZE	A	B	C (RADIUS)
8	6.53	7.00	4.53
12	8.80	7.00	6.80
16	10.59	7.00	8.59

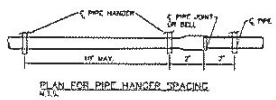
TYPICAL WATER MAIN SUPPORT DETAILS
N.T.S.

NOTES:
1. PRIMER SHALL BE NO. 1-R ORANGE PRIMER AND CONFORM TO GEORGIA D.O.T. ARTICLE 671.02 PRIMER SHALL BE APPLIED TO A MINIMUM THICKNESS OF 4 MILS.
2. PAINT SHALL BE NO. 3-A GREEN, BRUSHING, ROLLER, AIRLESS TYPE AND CONFORM TO GEORGIA D.O.T. ARTICLE 671.02. PAINT SHALL BE APPLIED TO A MINIMUM THICKNESS OF 10 MILS.
3. TWO (2) BOTTOM ASSEMBLIES USED TOGETHER MAY BE REQUIRED FOR SOME INSTALLATIONS.
4. PROVIDE TWO SUPPORTS PER JOINT, TWO FEET FROM JOINT.
5. OTHER SUPPORTS DETAILS FOR WATER MAIN LARGER THAN 16".
6. STEEL SHALL BE A-36.
7. WELDING SHALL BE E-70XX.



PIPE HANGER SECTION
(FOR 8" DIAMETER PIPE)
N.T.S.

NOTES:
1. PROVIDE TWO SUPPORTS PER JOINT, TWO FEET FROM JOINT
2. ENGINEER SHALL DESIGN SUPPORT DETAILS FOR WATER MAINS LARGER THAN 8" IN DIAMETER
3. STEEL SHALL BE A-36.
4. WELDING SHALL BE E-70XX
5. ALTERNATE DESIGN MAY BE SUBMITTED BY THE ENGINEER FOR APPROVAL BY FULTON COUNTY PUBLIC WORKS DEPARTMENT
6. RESTRAINED JOINTS EQUAL TO FIELD TIGHT OR APPROVED EQUAL SHALL BE USED TWO JOINTS EITHER SIDE OF THE SUSPENDED PIPE



PLAN FOR PIPE HANGER SPACING
N.T.S.

FULTON COUNTY STANDARD DETAIL 119
TYPICAL PIPE HANGER AND SUPPORT DETAILS

DATE	REVISIONS	DATE	REVISIONS
11-7-05	ADDED		

DES/DRN/CHKD: DWS
APPROVED: PDK
DATE: 12-7-05

FULTON COUNTY

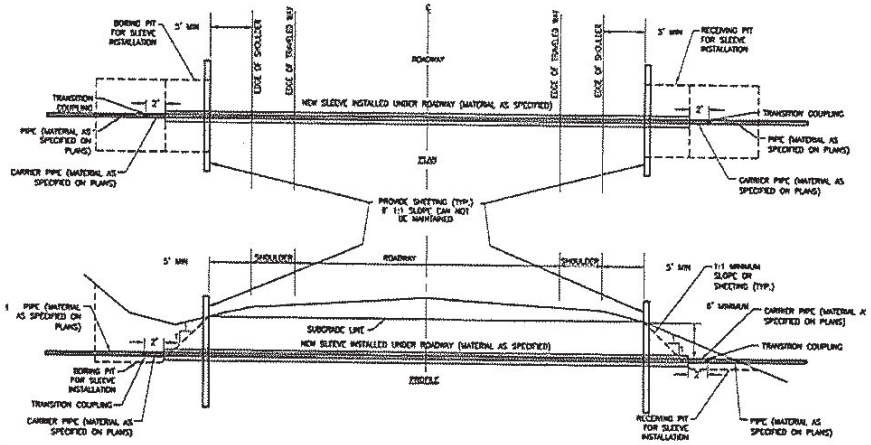
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST, ATLANTA, GA. 30303
404-612-7400 FAX: 404-224-0498

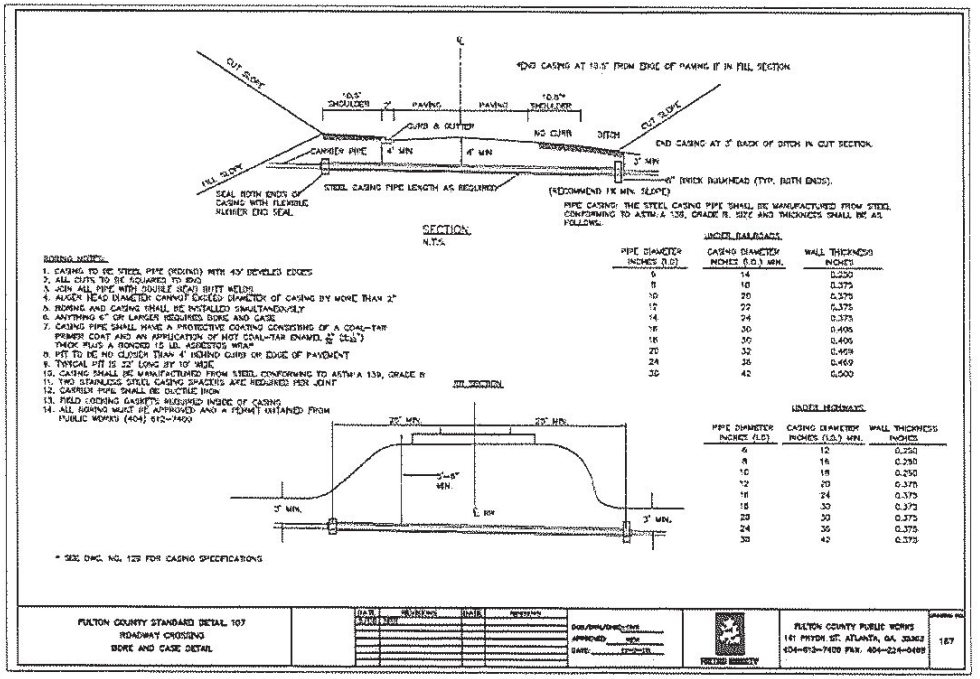
DRAWING NO. 119

FULTON COUNTY

DRAWING No.
44-0000

FULTON COUNTY PUBLIC WORKS
STANDARD DETAILS





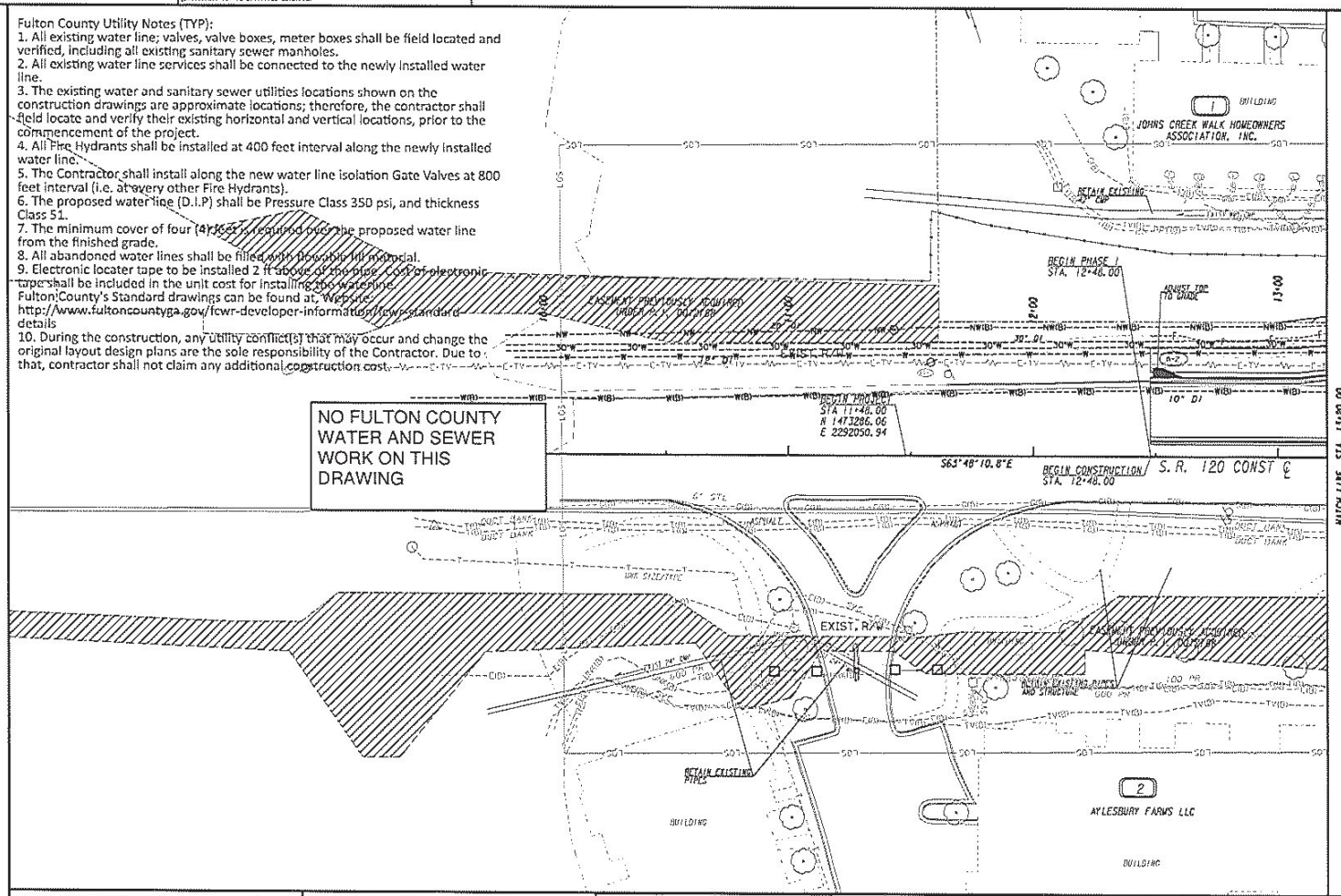
FULTON COUNTY

DRAWING No.
44-000E

Fulton County Utility Notes (TYP):

1. All existing water line; valves, valve boxes, meter boxes shall be field located and verified, including all existing sanitary sewer manholes.
2. All existing water line services shall be connected to the newly installed water line.
3. The existing water and sanitary sewer utilities locations shown on the construction drawings are approximate locations; therefore, the contractor shall field locate and verify their existing horizontal and vertical locations, prior to the commencement of the project.
4. All Fire Hydrants shall be installed at 400 feet interval along the newly installed water line.
5. The Contractor shall install along the new water line isolation Gate Valves at 800 feet interval (i.e. at every other Fire Hydrants).
6. The proposed water line (D.I.P) shall be Pressure Class 350 psi, and thickness Class 51.
7. The minimum cover of four (4') feet is required over the proposed water line from the finished grade.
8. All abandoned water lines shall be filled with flowable fill material.
9. Electronic locater tape to be installed 2 ft above of the pipe. Cost of electronic tape shall be included in the unit cost for installing the waterline.
Fulton County's Standard drawings can be found at, Website: http://www.fultoncountyga.gov/fcwr-developer-information/fcwr-standard-details
10. During the construction, any utility conflict(s) that may occur and change the original layout design plans are the sole responsibility of the Contractor. Due to that, contractor shall not claim any additional construction cost.

NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

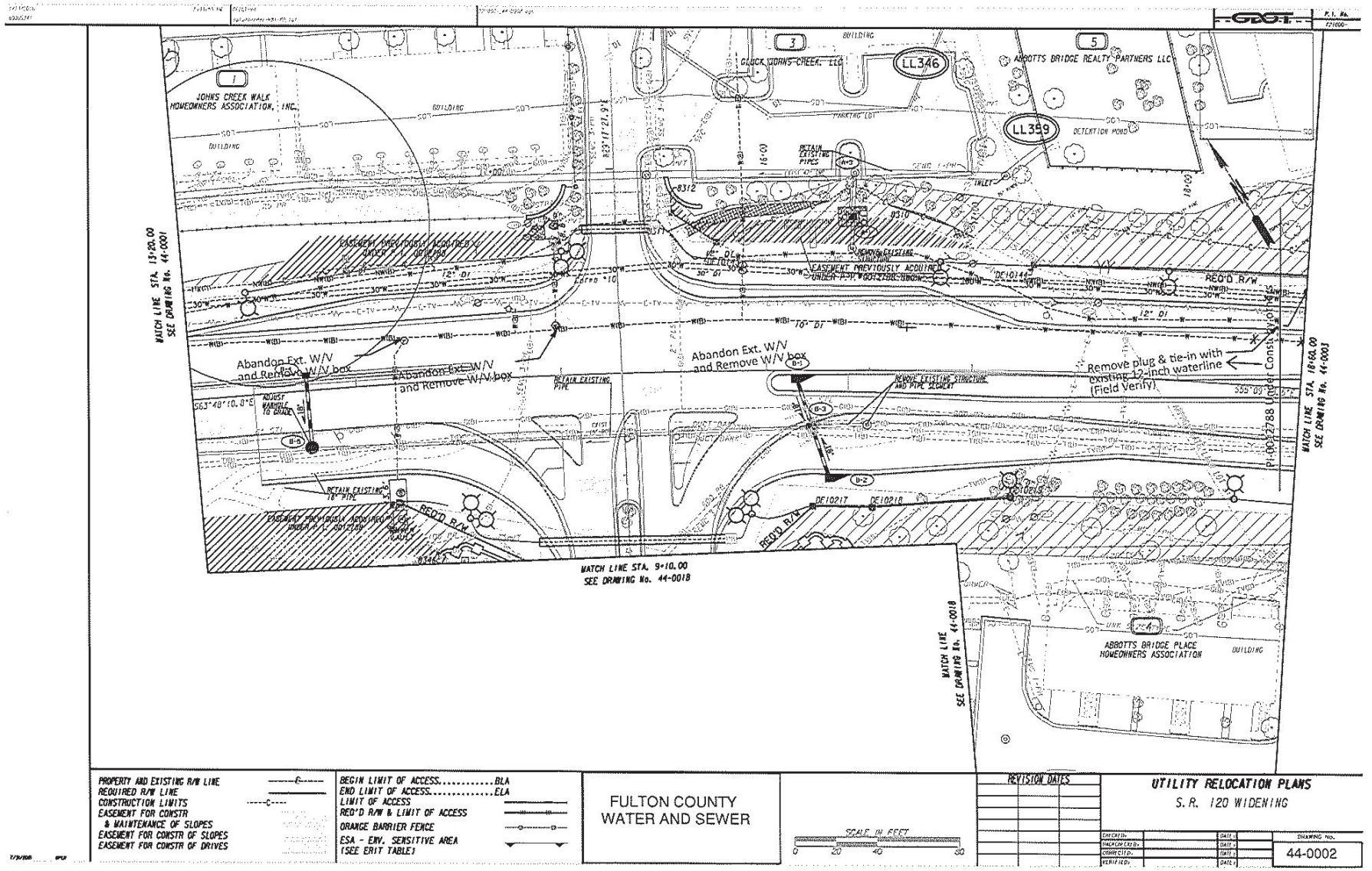
FULTON COUNTY WATER AND SEWER

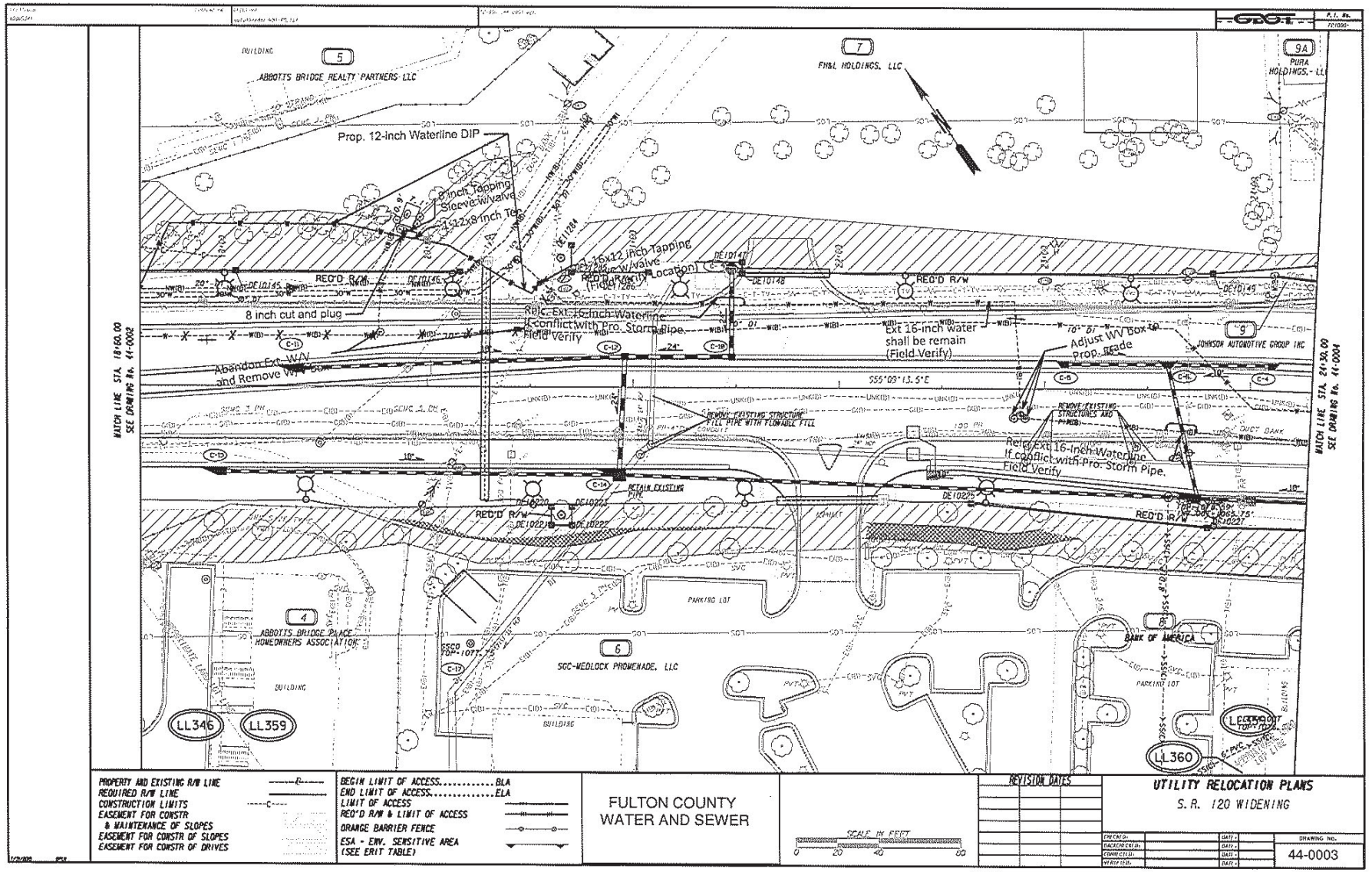
SCALE IN FEET 0 20 40 80

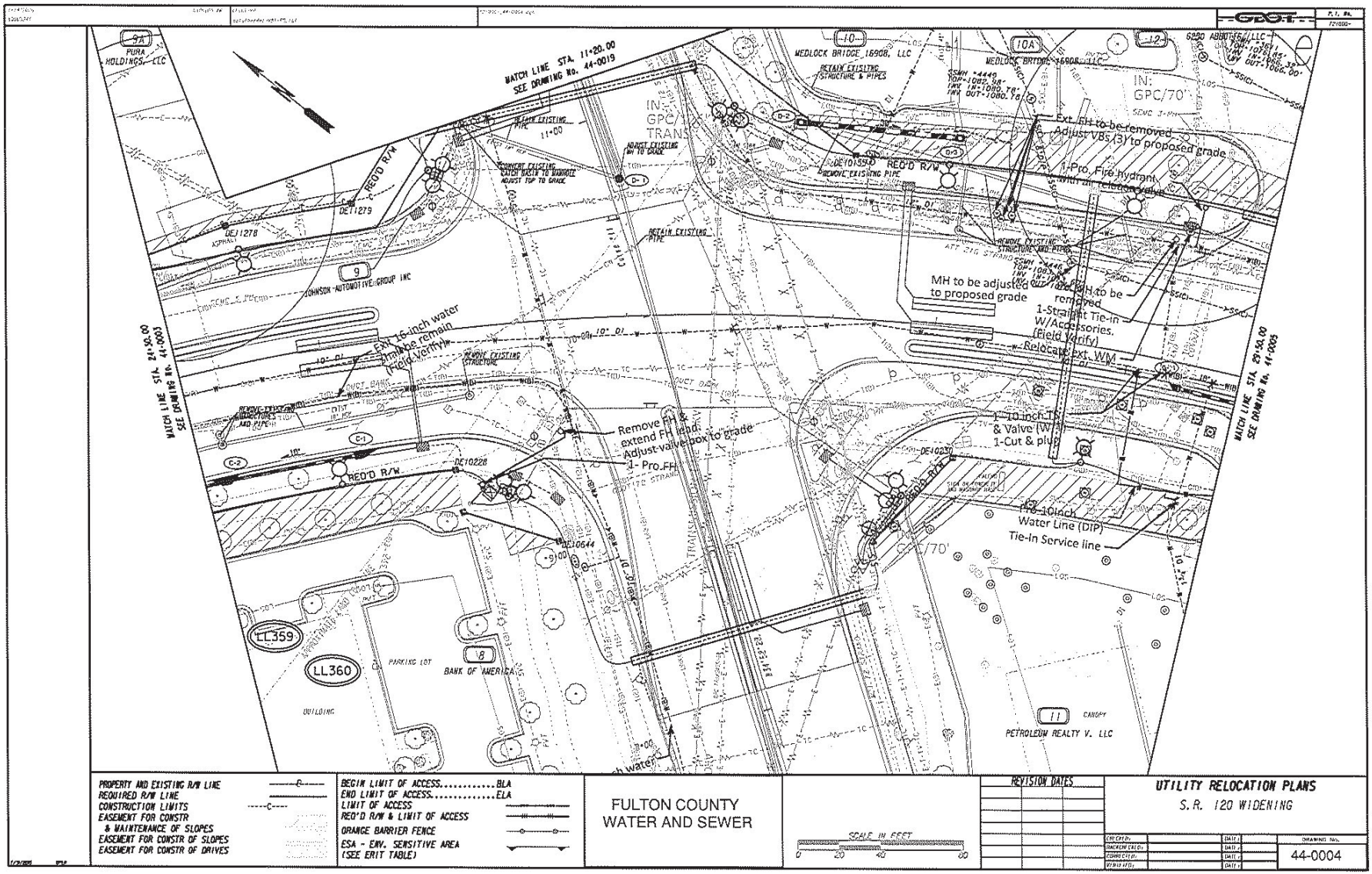
REVISION DATES

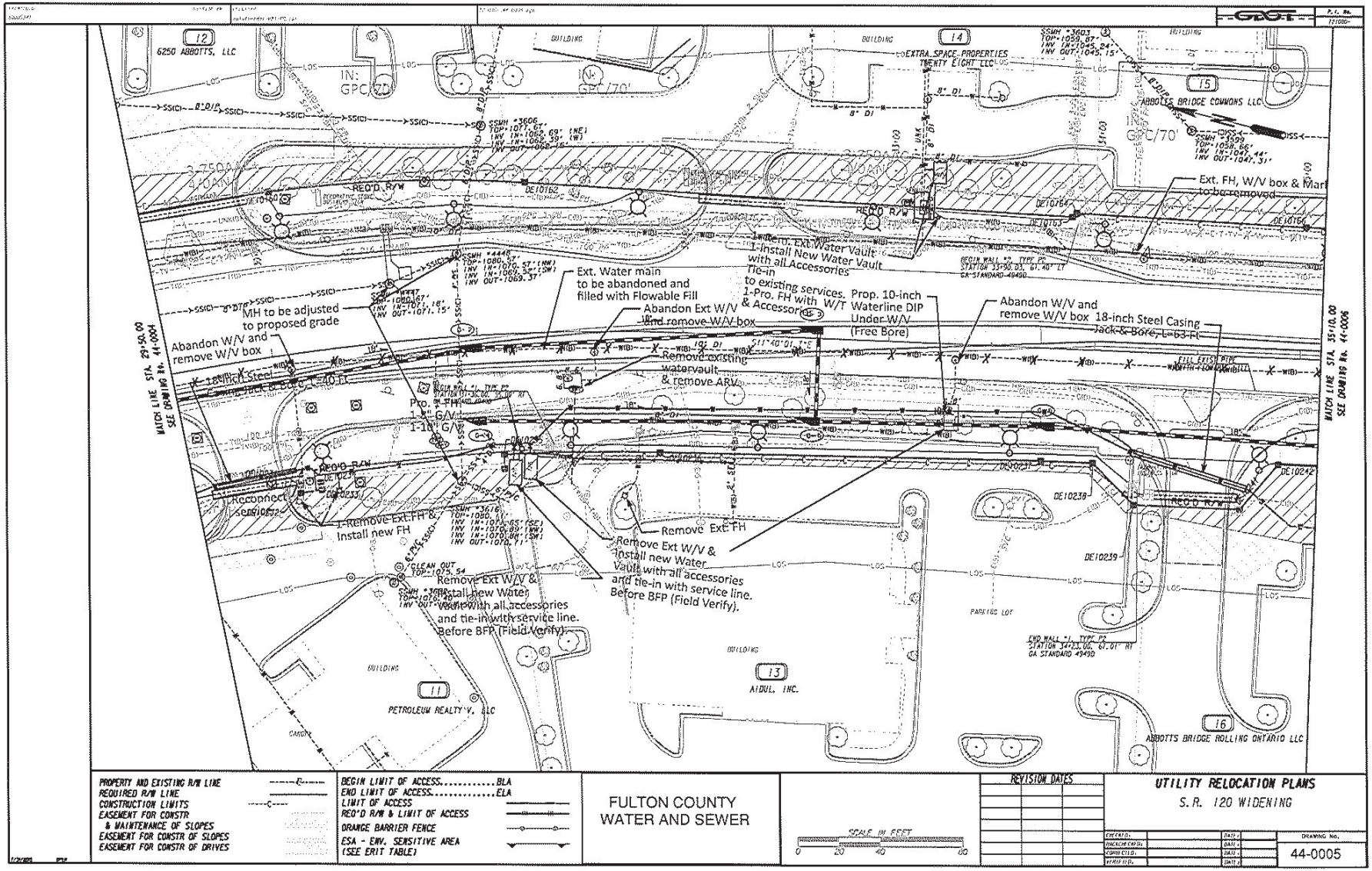
UTILITY RELOCATION PLANS
S.R. 120 WIDENING

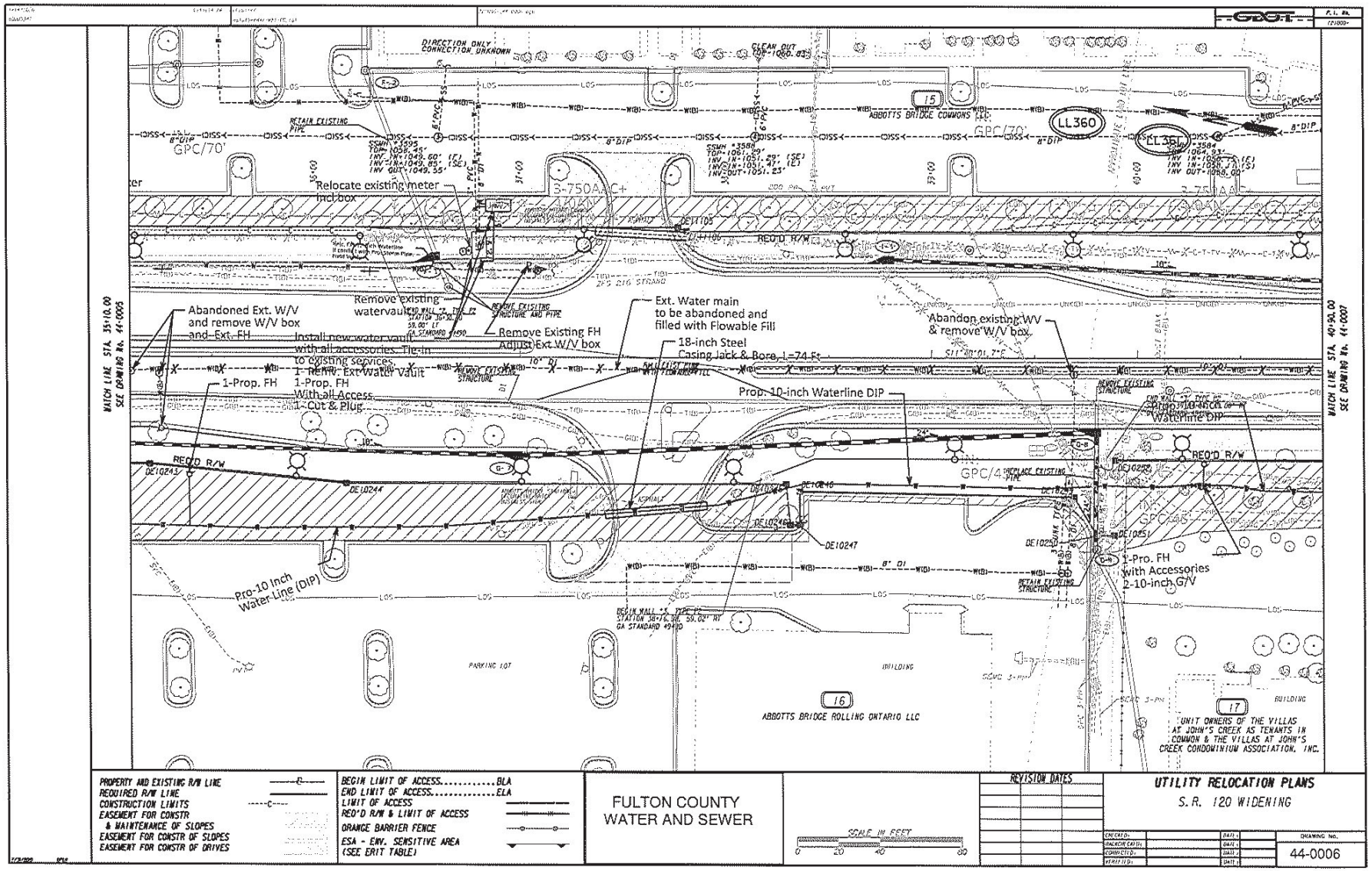
DRAWING NO. 44-0001

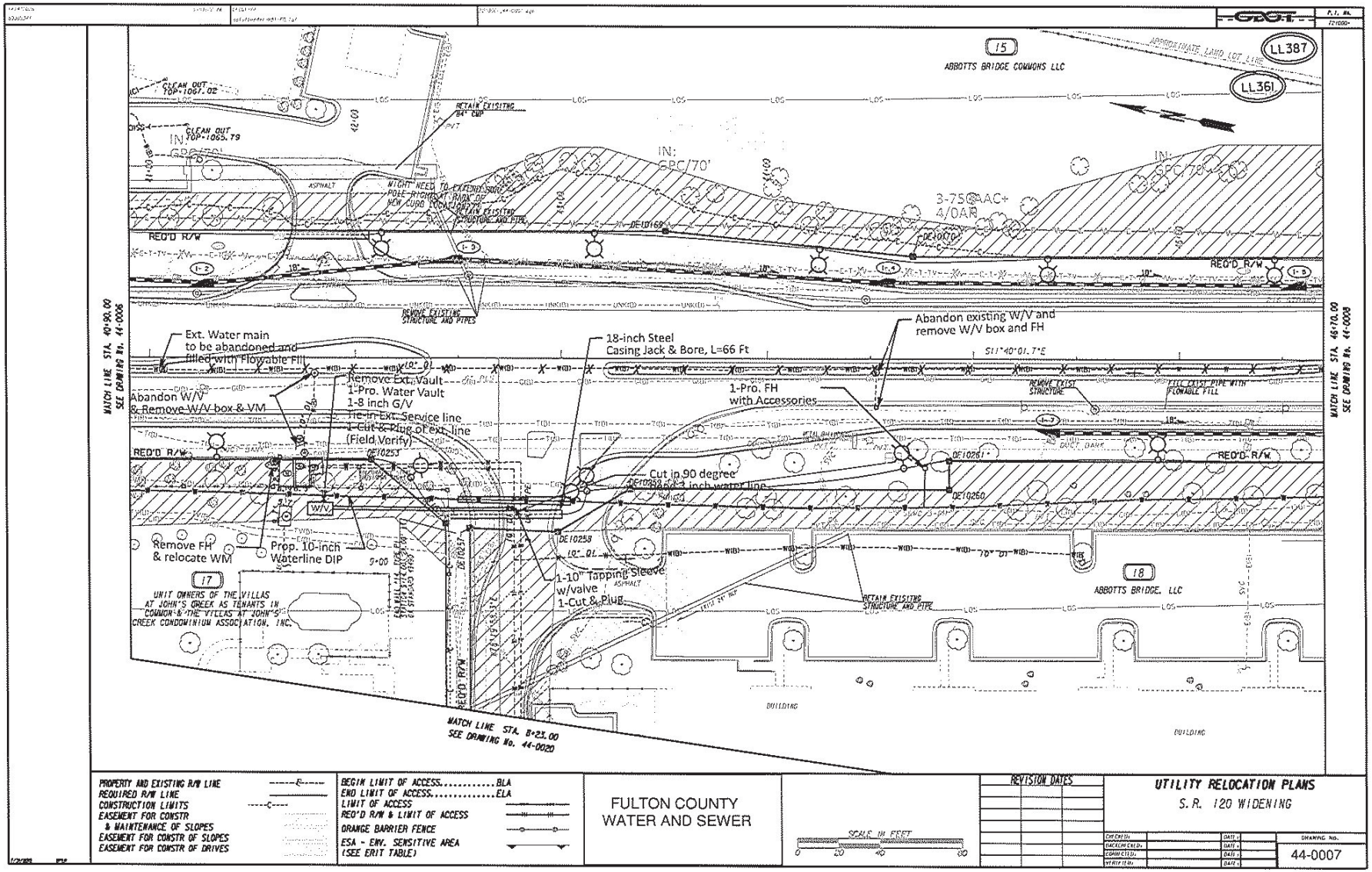

JOHNS CREEK WALK HOMEOWNERS ASSOCIATION, INC.
CLOCK JOHNS CREEK, LLC
ABBOTTS BRIDGE REALTY PARTNERS LLC
LL346
LL359
DETENTION POND
BUILDING
PARKING LOT
RETAIN EXISTING PIPES
EASEMENT PREVIOUSLY ACQUIRED UNDER P.T.P. W001218-1800M
REQ'D R/W
Abandon Ext. W/V and Remove W/V box
RETAIN EXISTING PIPE
REMOVE EXISTING STRUCTURE AND PIPE SEGMENT
Remove plug & tie-in with existing 12-inch waterline (Field Verify)
ADJUST MANHOLE TO GRADE
RETAIN EXISTING 18" PIPE
DE10217
DE10218
DE10144
P.I. 0012788 Under Construction
ABBOTTS BRIDGE PLACE HOMEOWNERS ASSOCIATION
MATCH LINE STA. 13+20.00 SEE DRAWING No. 44-0001
MATCH LINE STA. 18+60.00 SEE DRAWING No. 44-0003
MATCH LINE STA. 9+10.00 SEE DRAWING No. 44-0018
MATCH LINE SEE DRAWING No. 44-0018
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0002

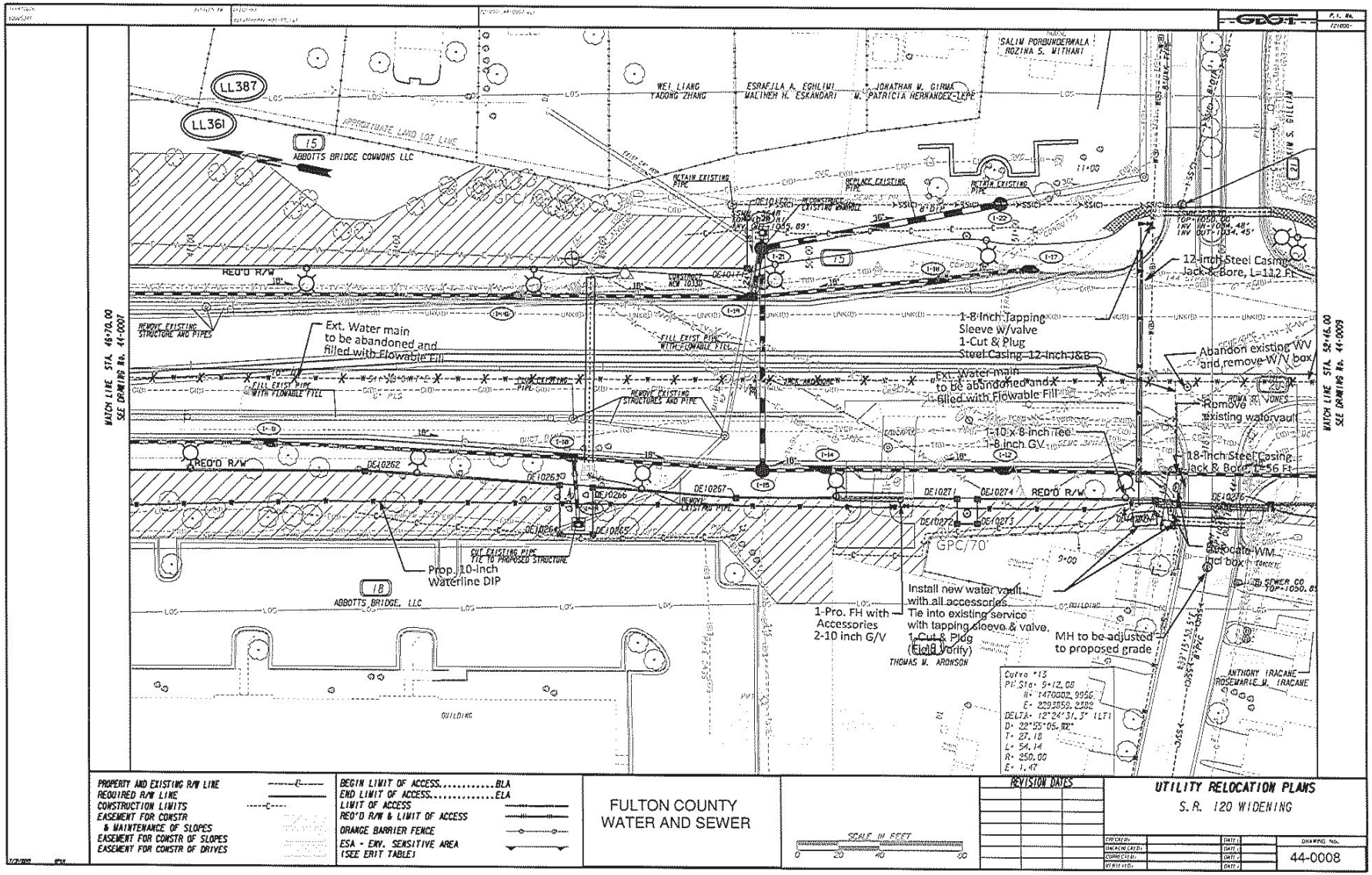

Prop. 12-inch Waterline DIP
8 inch Tapping Sleeve w/valve
8x12x8 inch Tee
Prop. 16x12 inch Tapping Sleeve w/valve (Field Verify location)
8 inch cut and plug
Abandon Ext. W.V. and Remove W.V. Box
Relc. Ext. 16-inch Waterline if conflict with Pro. Storm Pipe. Field Verify
Ext 16-inch water shall be remain (Field Verify)
Adjust WV Box to Prop. Grade
Relc. Ext. 16-inch Waterline if conflict with Pro. Storm Pipe. Field Verify
REMOVE EXISTING STRUCTURE FILL PIPE WITH FLOWABLE FILL
RETAIN EXISTING PIPE
REMOVE EXISTING STRUCTURES AND PIPE(S)
REQ'D R/W
ABBOTTS BRIDGE REALTY PARTNERS LLC
FNBL HOLDINGS, LLC
PURA HOLDINGS, LL
JOHNSON AUTOMOTIVE GROUP INC
ABBOTTS BRIDGE PLACE HOMEOWNERS ASSOCIATION
SGC-MEDLOCK PROMENADE, LLC
BANK OF AMERICA
PARKING LOT
BUILDING
LL346
LL359
LL360
MATCH LINE STA. 18+60.00 SEE DRAWING No. 44-0002
MATCH LINE STA. 24+30.00 SEE DRAWING No. 44-0004
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0003

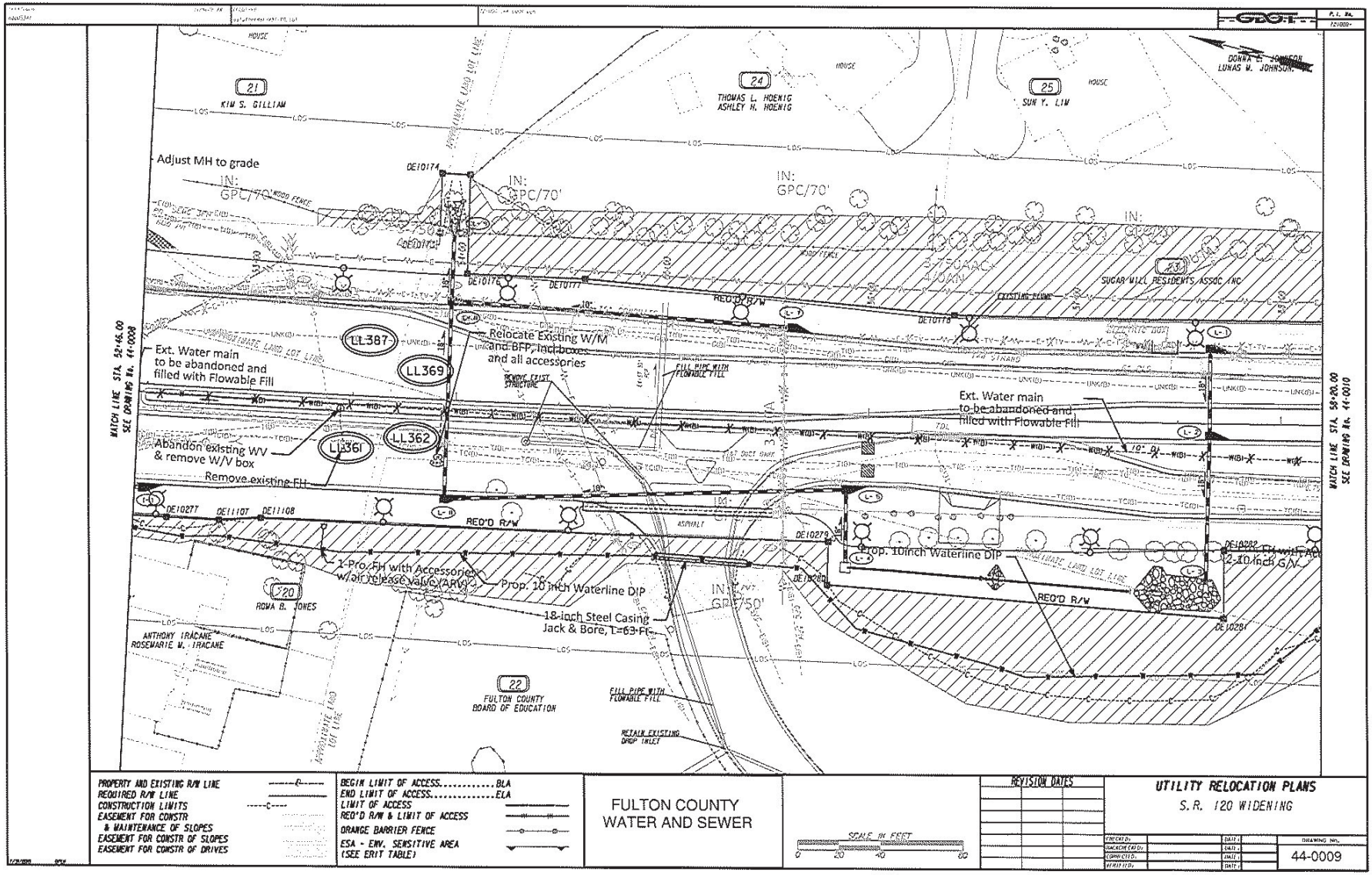

MATCH LINE STA. 11+20.00
SEE DRAWING No. 44-0019
MATCH LINE STA. 24+30.00
SEE DRAWING No. 44-0003
MATCH LINE STA. 29+50.00
SEE DRAWING No. 44-0003
PURA HOLDINGS, LLC
JOHNSON AUTOMOTIVE GROUP INC
MEDLOCK BRIDGE 16908, LLC
6250 ABBOTTS, LLC
BANK OF AMERICA
PETROLEUM REALTY V, LLC
RETAIN EXISTING STRUCTURE & PIPES
REMOVE EXISTING PIPE
REMOVE EXISTING STRUCTURE AND PIPE
REMOVE EXISTING STRUCTURE
ADJUST EXISTING MH TO GRADE
CONVERT EXISTING CATCH BASIN TO DRAINAGE MH ADJUST TOP TO GRADE
REQ'D R/W
DE11279
DE11278
DE10228
DE10644
DE10359
DE10230
Ext 16-inch water line to remain (Field Verify)
Remove FH & extend FH lead. Adjust valve box to grade
1- Pro FH
Ext fitt to be removed
Adjust VBs (3) to proposed grade
1-Pro. Fire hydrant with all related valves
MH to be adjusted to proposed grade
MH to be removed
1-Straight Tie-in W/Accessories. (Field Verify)
Relocate ext. WM
1-10 inch TS & Valve (WM) 1-Cut & plug
1-8-10inch Water Line (DIP) Tie-In Service line
IN: GPC/70'
IN: GPC/TRANS
GPC/70'
LL359
LL360
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0004

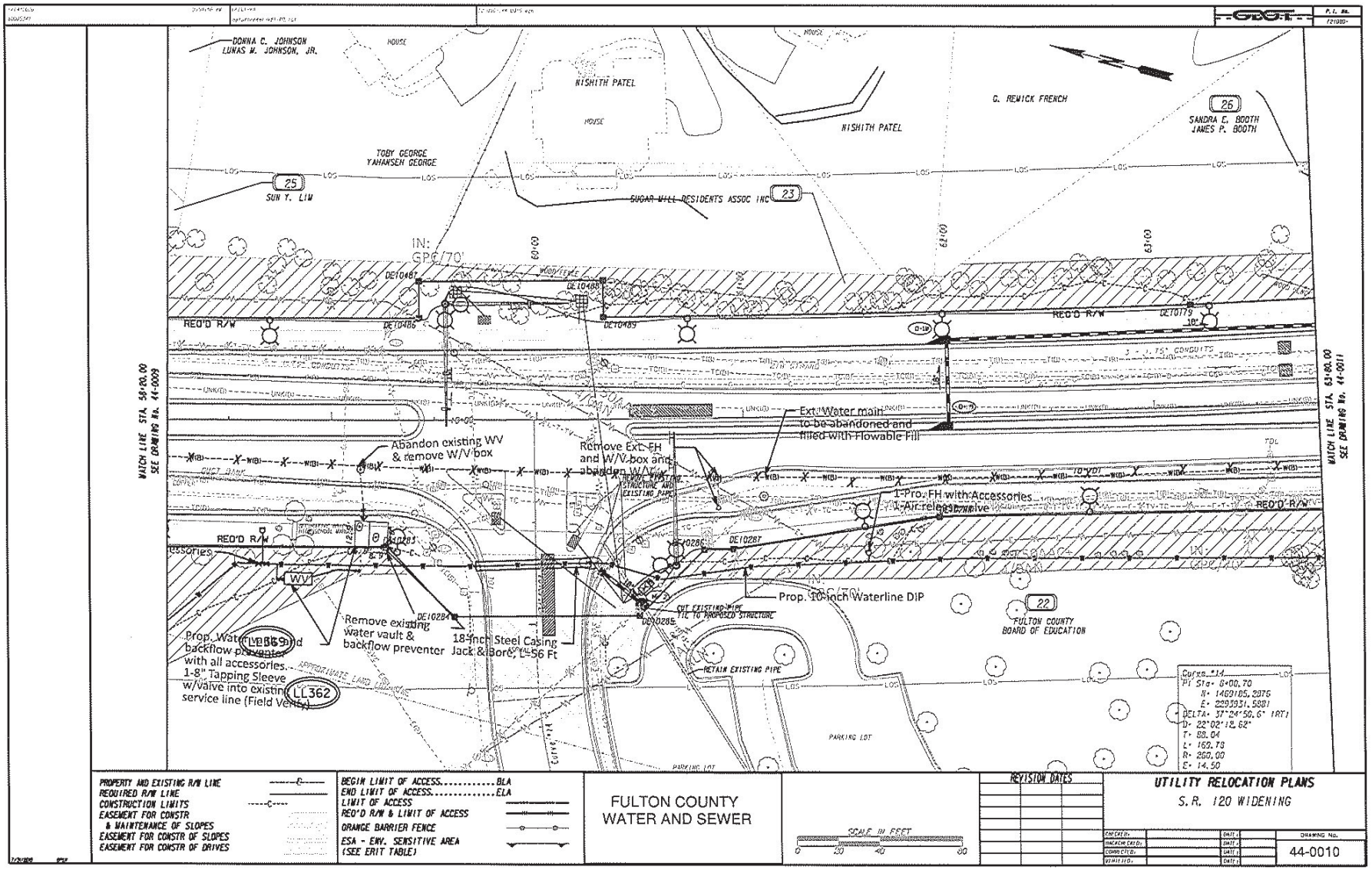

12
6250 ABBOTTS, LLC
13
AIDUL, INC.
14
EXTRA SPACE PROPERTIES TWENTY EIGHT LLC
15
ABBOTTS BRIDGE COMMONS LLC
16
ABBOTTS BRIDGE ROLLING ONTARIO LLC
11
PETROLEUM REALTY V, LLC
REQ'D R/W
Ext. FH, W/V box & Mar to be removed
Ext. Water main to be abandoned and filled with Flowable Fill
Abandon Ext W/V and remove W/V box
MH to be adjusted to proposed grade
Abandon W/V and remove W/V box
Remove existing watervault & remove ARV
Abandon W/V and remove W/V box 18-inch Steel Casing Jack & Bore, L=63 FT
Reconnect service
Remove Ext FH
Remove Ext W/V & Install new Water Vault with all accessories and tie-in with service line. Before BFP (Field Verify).
Remove Ext W/V & Install new Water Vault with all accessories and tie-in with service line. Before BFP (Field Verify).
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0005

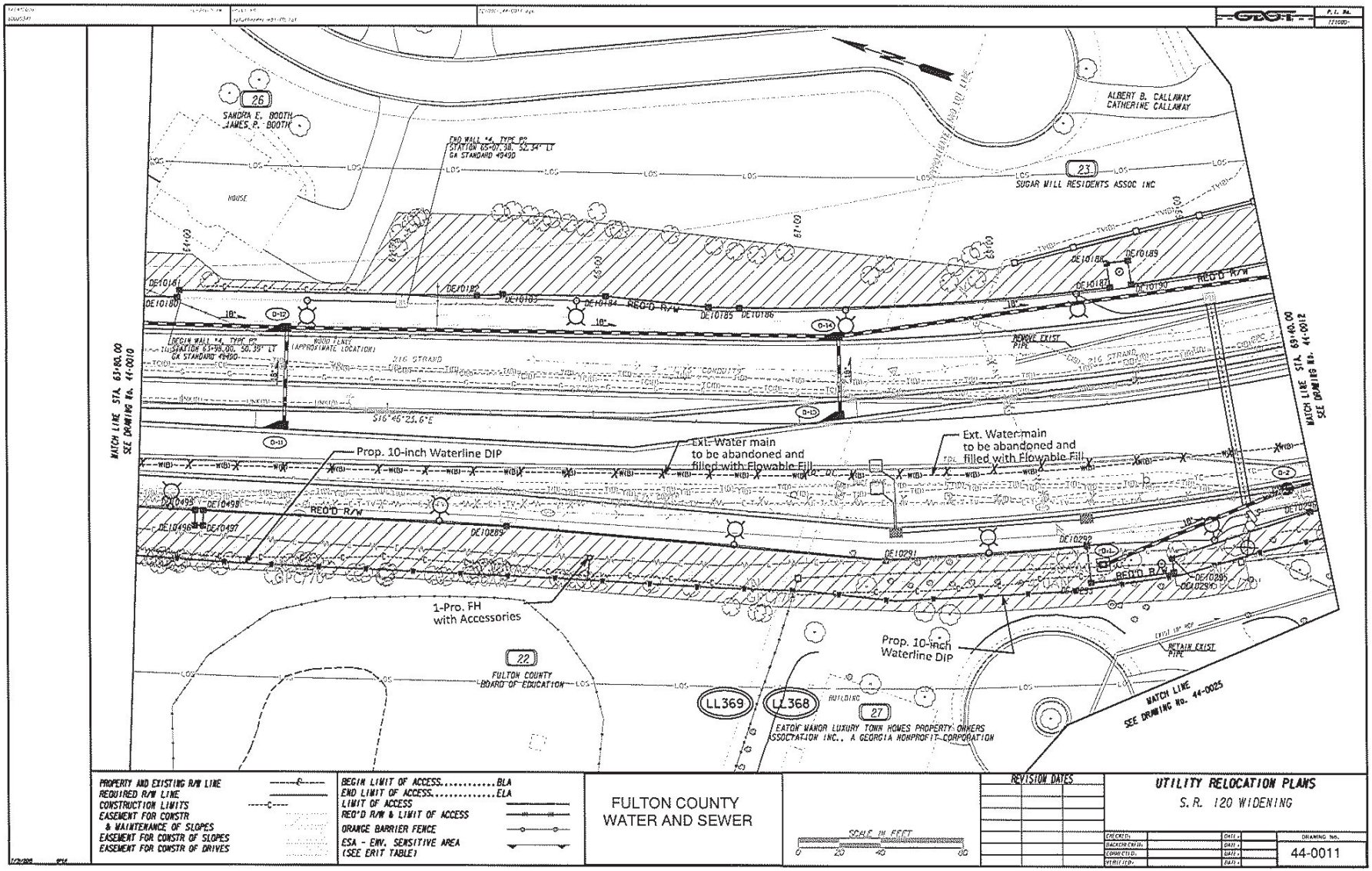

Relocate existing meter incl box
Remove existing watervault
Abandoned Ext. W/V and remove W/V box and Ext. FH
Install new water vault with all accessories. Tie-in to existing services.
1- Remv. Ext Water Vault
1-Prop. FH With all Access
1-Cut & Plug
Remove Existing FH Adjust Ext W/V box
Ext. Water main to be abandoned and filled with Flowable Fill
18-inch Steel Casing Jack & Bore, L=74 Ft
Abandon existing W/V & remove W/V box
Prop. 10-inch Waterline DIP
1-Pro. FH with Accessories 2-10-inch G/V
Pro-10 Inch Water-Line (DIP)
REQ'D R/W
ABBOTTS BRIDGE COMMONS LLC
ABBOTTS BRIDGE ROLLING ONTARIO LLC
UNIT OWNERS OF THE VILLAS AT JOHN'S CREEK AS TENANTS IN COMMON & THE VILLAS AT JOHN'S CREEK CONDOMINIUM ASSOCIATION, INC.
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0006

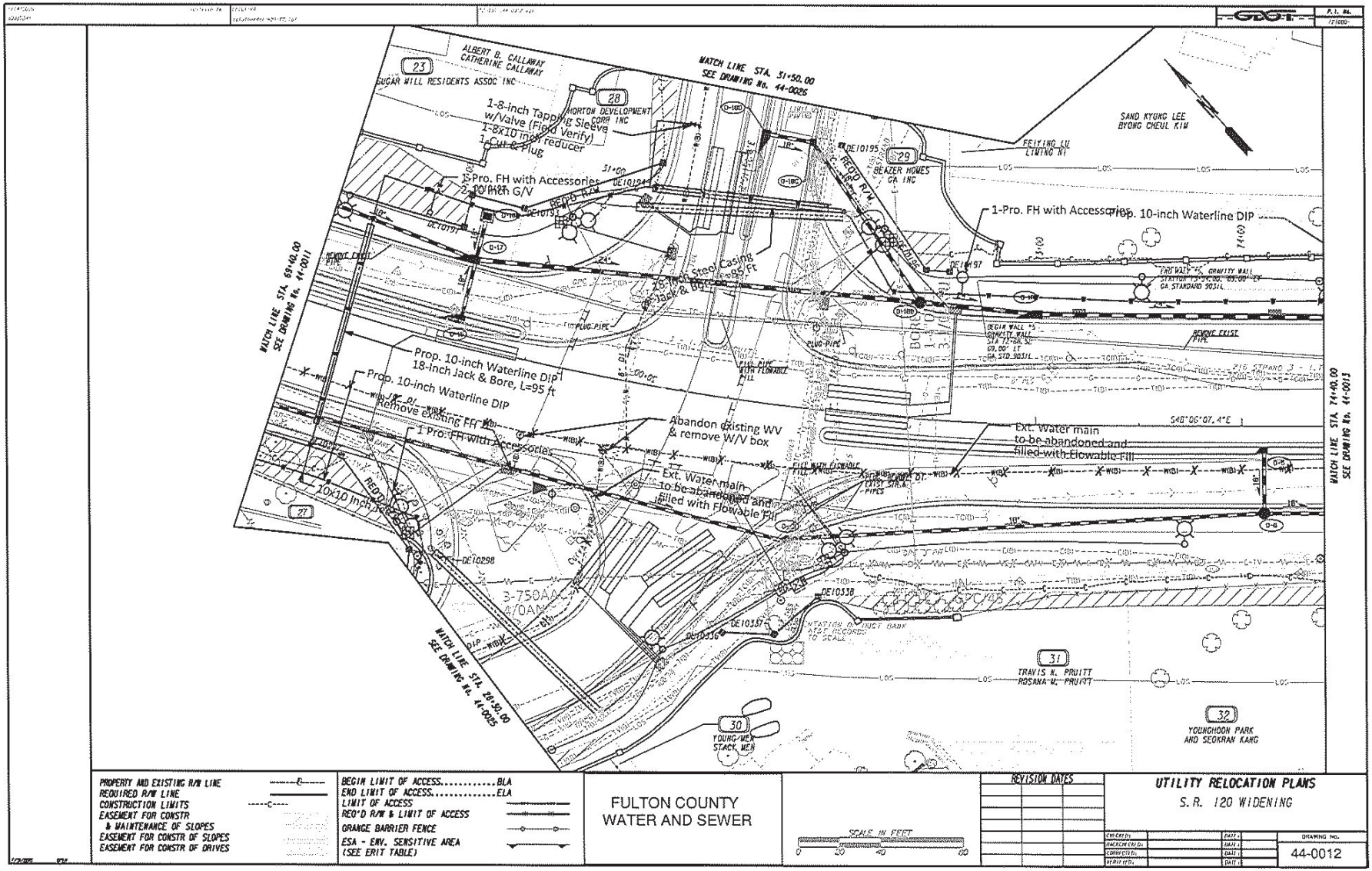

15
ABBOTTS BRIDGE COMMONS LLC
LL387
LL361
APPROXIMATE LAND LOT LINE
CLEAN OUT TOP=1061.02
CLEAN OUT TOP=1065.79
RETAIN EXISTING 84" CMP
IN: GBC/70'
ASPHALT
MIGHT NEED TO EXTEND SIDE POLE RIGHT AT BACK OF NEW CURB
RETAIN EXISTING STRUCTURE AND PIPE
3-7S@AAC+ 4/0AAC
REQ'D R/W
REMOVE EXISTING STRUCTURE AND PIPES
MATCH LINE STA. 40+90.00 SEE DRAWING No. 44-0006
Ext. Water main to be abandoned and filled with Flowable Fill
Abandon W/V & Remove W/V box & VM
Remove Ext. Vault
1-Pro. Water Vault
1-8 inch G/V
Tie-in Ext. Service line
1-Cut & Plug of ext. line
(Field Verify)
18-inch Steel Casing Jack & Bore, L=66 Ft
Abandon existing W/V and remove W/V box and FH
1-Pro. FH with Accessories
REMOVE EXIST STRUCTURE
FILL EXIST PIPE WITH FLOWABLE FILL
Cut in 90 degree
Add 3 inch water line
W/V
Remove FH & relocate WM
Prop. 10-inch Waterline DIP
1-10" Tapping Sleeve w/valve
1-Cut & Plug
17
UNIT OWNERS OF THE VILLAS AT JOHN'S CREEK AS TENANTS IN COMMON-& THE VILLAS AT JOHN'S CREEK CONDOMINIUM ASSOCIATION, INC.
18
ABBOTTS BRIDGE, LLC
BUILDING
MATCH LINE STA. 8+23.00 SEE DRAWING No. 44-0020
MATCH LINE STA. 45+70.00 SEE DRAWING No. 44-0008
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
CHECKED
BACKCHECKED
CONVERTED
VERIFIED
DATE
DRAWING No.
44-0007

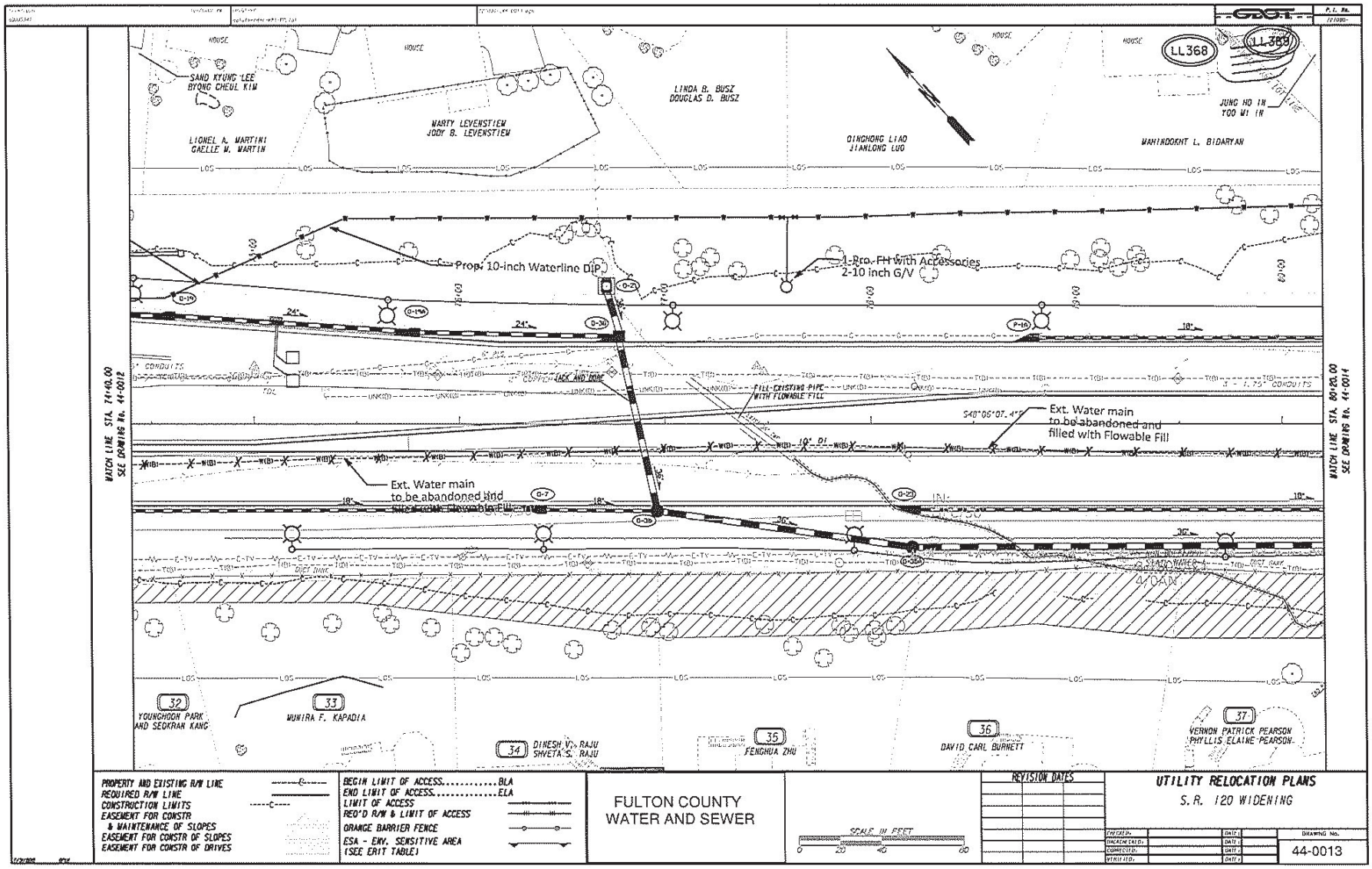

LL387
LL361
APPROXIMATE LAND LOT LINE
15
ABBOTTS BRIDGE COMMONS LLC
WEI LIANG
YADONG ZHANG
ESRAFILA A. EGHLIMI
MALTHER H. ESKANDARI
JONATHAN M. GIRMA
M. PATRICIA HERNANDEZ-LOPE
SALIM PORBUNDERWALA
ROZINA S. WITHANI
RETAIN EXISTING PIPE
REPLACE EXISTING PIPE
RETAIN EXISTING PIPE
RECONSTRUCT EXISTING MANHOLE
REQ'D R/W
CONSTRUCT NEW MH 10330
REMOVE EXISTING STRUCTURE AND PIPES
Ext. Water main to be abandoned and filled with Flowable Fill
FILL EXIST PIPE WITH FLOWABLE FILL
REMOVE EXISTING STRUCTURES AND PIPE
1-8 Inch Tapping Sleeve w/valve 1-Cut & Plug Steel Casing 12 Inch J&B
Ext. Water main to be abandoned and filled with Flowable Fill
1-10 x 8 inch Tee 1-8 inch GV
12-Inch Steel Casing Jack & Bore, L=112 Ft
Abandon existing W/V and remove W/V box
Remove existing watervault
18-Inch Steel Casing Jack & Bore, L=56 Ft
Relocate WM incl box
DE10262
DE10263
DE10266
DE10267
DE10271
DE10274
DE10276
DE10272
DE10273
DE10264
DE10265
CUT EXISTING PIPE TIE TO PROPOSED STRUCTURE
Prop. 10-inch Waterline DIP
18
ABBOTTS BRIDGE, LLC
GPC/70'
Install new water vault with all accessories Tie into existing service with tapping sleeve & valve. 1-Cut & Plug (Field Verify)
1-Pro. FH with Accessories 2-10 inch G/V
MH to be adjusted to proposed grade
THOMAS M. ARONSON
ANTHONY TRACANE
ROSEMARIE M. TRACANE
BUILDING
WATCH LINE STA. 46+70.00
SEE DRAWING No. 44-0007
WATCH LINE STA. 52+46.00
SEE DRAWING No. 44-0009
Curve #13
PI Sta: 9+12.08
N: 1470002.9956
E: 2293059.2382
DELTA: 12°24'31.3" (LT)
D: 22°55'05.82"
T: 27.18
L: 54.14
R: 250.00
E: 1.47
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0008

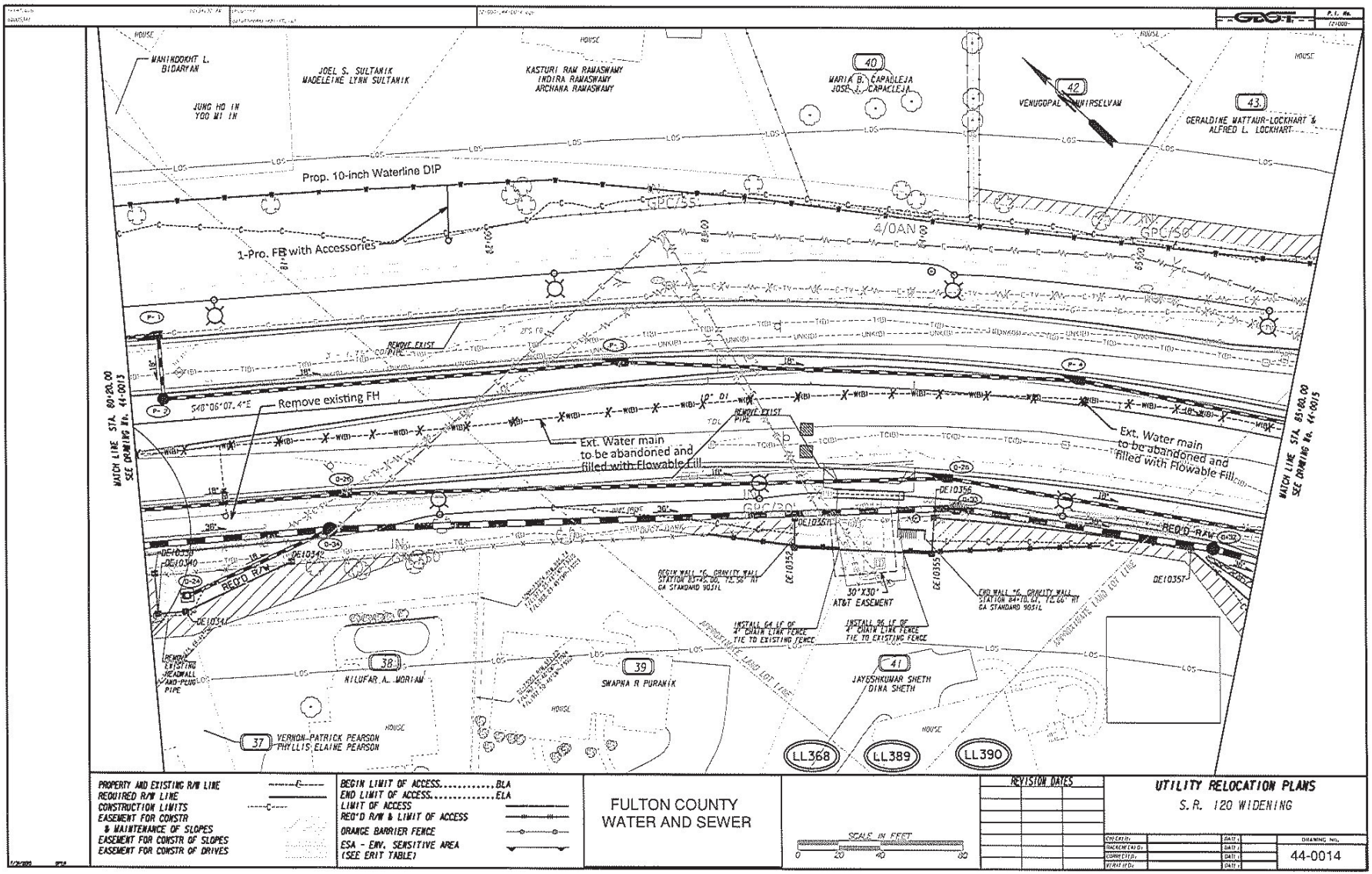

Adjust MH to grade
Relocate Existing W/M and BFP, Jackboxes and all accessories
Ext. Water main to be abandoned and filled with Flowable Fill
Abandon existing WV & remove W/V box
Remove existing FH
Ext. Water main to be abandoned and filled with Flowable Fill
1-Proj. FH with Accessories w/air release valve (ARV)
Prop. 10 inch Waterline DIP
18-inch Steel Casing Jack & Bore, L=63 FT
Prop. 10inch Waterline DIP
2-10 inch G/V
KIM S. GILLIAM
THOMAS L. HOENIG
ASHLEY H. HOENIG
SUH Y. LIM
DONNA C. JOHNSON
LUKAS W. JOHNSON
SUGAR MILL RESIDENTS ASSOC INC
ROWA B. JONES
ANTHONY TRACANE
ROSEMARIE W. TRACANE
FULTON COUNTY BOARD OF EDUCATION
REQ'D R/W
FILL PIPE WITH FLOWABLE FILL
REMOVE EXIST. STRUCTURE
REPAIR EXISTING DROP INLET
LL387
LL369
LL361
LL362
MATCH LINE STA. 52+46.00 SEE DRAWING No. 44-0008
MATCH LINE STA. 59+00.00 SEE DRAWING No. 44-0010
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0009

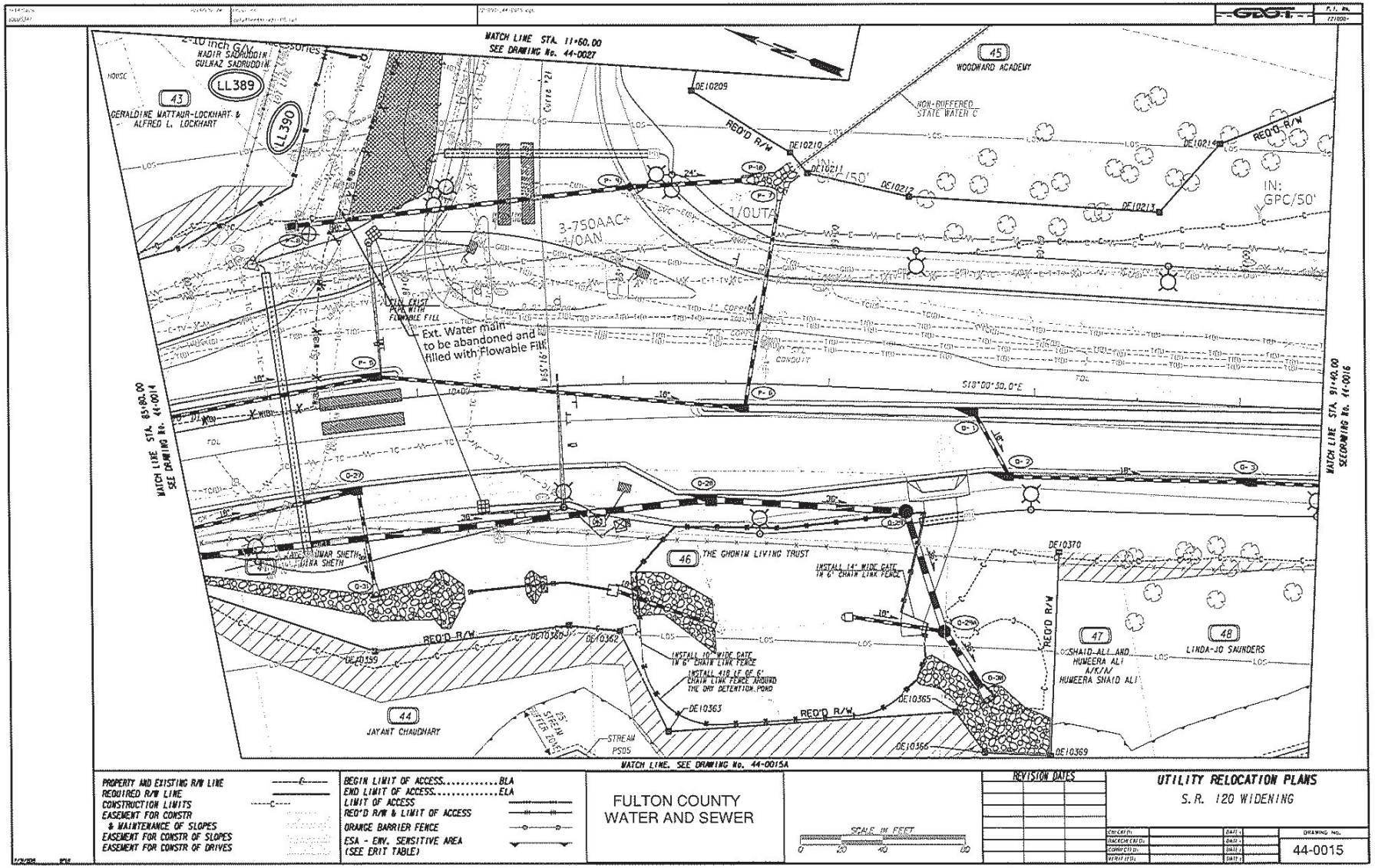

DONNA C. JOHNSON
LUNAS W. JOHNSON, JR.
NISHITH PATEL
NISHITH PATEL
G. REMICK FRENCH
SANDRA E. BOOTH
JAMES P. BOOTH
TOBY GEORGE
YAHANSEN GEORGE
SUN Y. LIM
SUGAR HILL RESIDENTS ASSOC INC
REQ'D R/W
REQ'D R/W
REQ'D R/W
REQ'D R/W
Ext. Water main to be abandoned and filled with Flowable Fill
Abandon existing WV & remove W/V box
Remove Ext. FH and W/V box and abandon W/V
1-Pro. FH with Accessories
1-Air release valve
Prop. 10-inch Waterline DIP
Remove existing water vault & backflow preventer
18-inch Steel Casing Jack & Bore, L=56 Ft
Prop. Water Line and backflow preventer with all accessories
1-8" Tapping Sleeve w/Valve into existing service line (Field Verify)
CUT EXISTING PIPE TIE TO PROPOSED STRUCTURE
RETAIN EXISTING PIPE
FULTON COUNTY BOARD OF EDUCATION
WATCH LINE STA. 58+00.00 SEE DRAWING No. 44-0009
WATCH LINE STA. 63+00.00 SEE DRAWING No. 44-0011
Curve #14
PI Sta= 6+00.70
N= 1469185.2876
E= 2299931.5881
DELTA= 37°24'50.6" (RT)
D= 22°02'18.62"
T= 88.04
L= 162.78
R= 260.00
E= 14.50
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0010


SANDRA E. BOOTH
JAMES P. BOOTH
ALBERT B. CALLAWAY
CATHERINE CALLAWAY
SUGAR MILL RESIDENTS ASSOC INC
HOUSE
END WALL #4 TYPE PP
STATION 65+07.38 52.34' LT
GA STANDARD 4049D
BEGIN WALL #4 TYPE PP
STATION 65+98.00 50.39' LT
GA STANDARD 4049D
WOOD FENCE
(APPROXIMATE LOCATION)
S16°45'23.6"E
REQ'D R/W
MATCH LINE STA. 65+00.00
SEE DRAWING No. 44-0010
MATCH LINE STA. 69+10.00
SEE DRAWING No. 44-0012
Prop. 10-inch Waterline DIP
Ext. Water main
to be abandoned and
filled with Flowable Fill
Ext. Water main
to be abandoned and
filled with Flowable Fill
REMOVE EXIST PIPE
RETAIN EXIST PIPE
1-Pro. FH
with Accessories
Prop. 10-inch
Waterline DIP
FULTON COUNTY
BOARD OF EDUCATION
BUILDING
EATON MANOR LUXURY TOWN HOMES PROPERTY OWNERS
ASSOCIATION INC., A GEORGIA NONPROFIT CORPORATION
MATCH LINE
SEE DRAWING No. 44-0025
LL369
LL368
22
23
26
27
0-11
0-12
0-13
0-14
0-15
0-1
0-2
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0011


ALBERT B. CALLAWAY
CATHERINE CALLAWAY
SUGAR MILL RESIDENTS ASSOC INC
HORTON DEVELOPMENT CORP INC
BEAZER HOMES GA INC
SAND KYONG LEE
BYONG CHEUL KIM
FEIYING LU
LIMING NI
TRAVIS N. PRUITT
ROSANA M. PRUITT
YOUNG-WEE STACY MEN
YOUNGHOON PARK
AND SEOKRAN KANG
MATCH LINE STA. 31+50.00
SEE DRAWING No. 44-0025
MATCH LINE STA. 69+40.00
SEE DRAWING No. 44-0011
MATCH LINE STA. 74+40.00
SEE DRAWING No. 44-0013
MATCH LINE STA. 28+50.00
SEE DRAWING No. 44-0025
1-8-inch Tapping Sleeve w/Valve (Field Verify)
1-8x10 inch reducer
1-Cut & Plug
1-Pro. FH with Accessories
1-Pro. 10-inch Waterline DIP
Prop. 10-inch Waterline DIP
18-inch Jack & Bore, L=95 ft
Prop. 10-inch Waterline DIP
Remove existing FH
1-Pro. FH with Accessories
Abandon existing WV & remove W/V box
Ext. Water main to be abandoned and filled with Flowable Fill
Ext. Water main to be abandoned and filled with Flowable Fill
10x10 inch reducer
REMOVE EXIST PIPE
REQ'D R/W
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0012


SAND KYUNG LEE
BYONG CHEUL KIM
LIONEL A. MARTINI
GAELLE M. MARTIN
MARTY LEVENSTIEM
JODY B. LEVENSTIEM
LINDA B. BUSZ
DOUGLAS D. BUSZ
QINGHONG LIAO
JIANLONG LUO
JUNG HO IN
YOO WI IN
MAHENDRAHT L. BIDARYAN
LL368
Prop. 10-inch Waterline DIP
1-Rco. FH with Accessories
2-10 inch G/V
Ext. Water main
to be abandoned and
filled with Flowable Fill
Ext. Water main
to be abandoned and
filled with Flowable Fill
MATCH LINE STA. 74+40.00
SEE DRAWING No. 44-0012
MATCH LINE STA. 80+20.00
SEE DRAWING No. 44-0014
32
YOUNGHOON PARK
AND SEOKRAN KANG
33
WUNIRA F. KAPADIA
34
DINESH V. RAJU
SHVETA S. RAJU
35
FENGHUA ZHU
36
DAVID CARL BURNETT
37
VERNON PATRICK PEARSON
PHYLLIS ELAINE PEARSON
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0013


MANIHOOKHT L. BIDARYAN
JOEL S. SULTANIK
MADELEINE LYNN SULTANIK
KASTURI RAM RAMASWAMY
INDIRA RAMASWAMY
ARCHANA RAMASWAMY
JUNG HO IN
YOO MI IN
MARIA B. CAPACLEJA
JOSE J. CAPACLEJA
VENUGOPAL MUTHIRSELVAM
GERALDINE WATTAUR-LOCKHART &
ALFRED L. LOCKHART
Prop. 10-inch Waterline DIP
1-Pro. FH with Accessories
Remove existing FH
Ext. Water main to be abandoned and filled with Flowable Fill
Ext. Water main to be abandoned and filled with Flowable Fill
REMOVE EXIST CONC
REMOVE EXIST PIPE
REQ'D R/W
30'X30' AT&T EASEMENT
INSTALL 64 LF OF 4' CHAIN LINK FENCE TIE TO EXISTING FENCE
INSTALL 96 LF OF 4' CHAIN LINK FENCE TIE TO EXISTING FENCE
REMOVAL OF EXISTING HEADWALL AND PEND PIPE
NILUFAR A. MORIAM
SWAPNA R PURANIK
JAYESHKUMAR SHETH
DINA SHETH
VERNON-PATRICK PEARSON
PHYLLIS ELAINE PEARSON
LL368
LL389
LL390
MATCH LINE STA. 80+20.00 SEE DRAWING No. 44-0013
MATCH LINE STA. 85+80.00 SEE DRAWING No. 44-0013
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0014



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

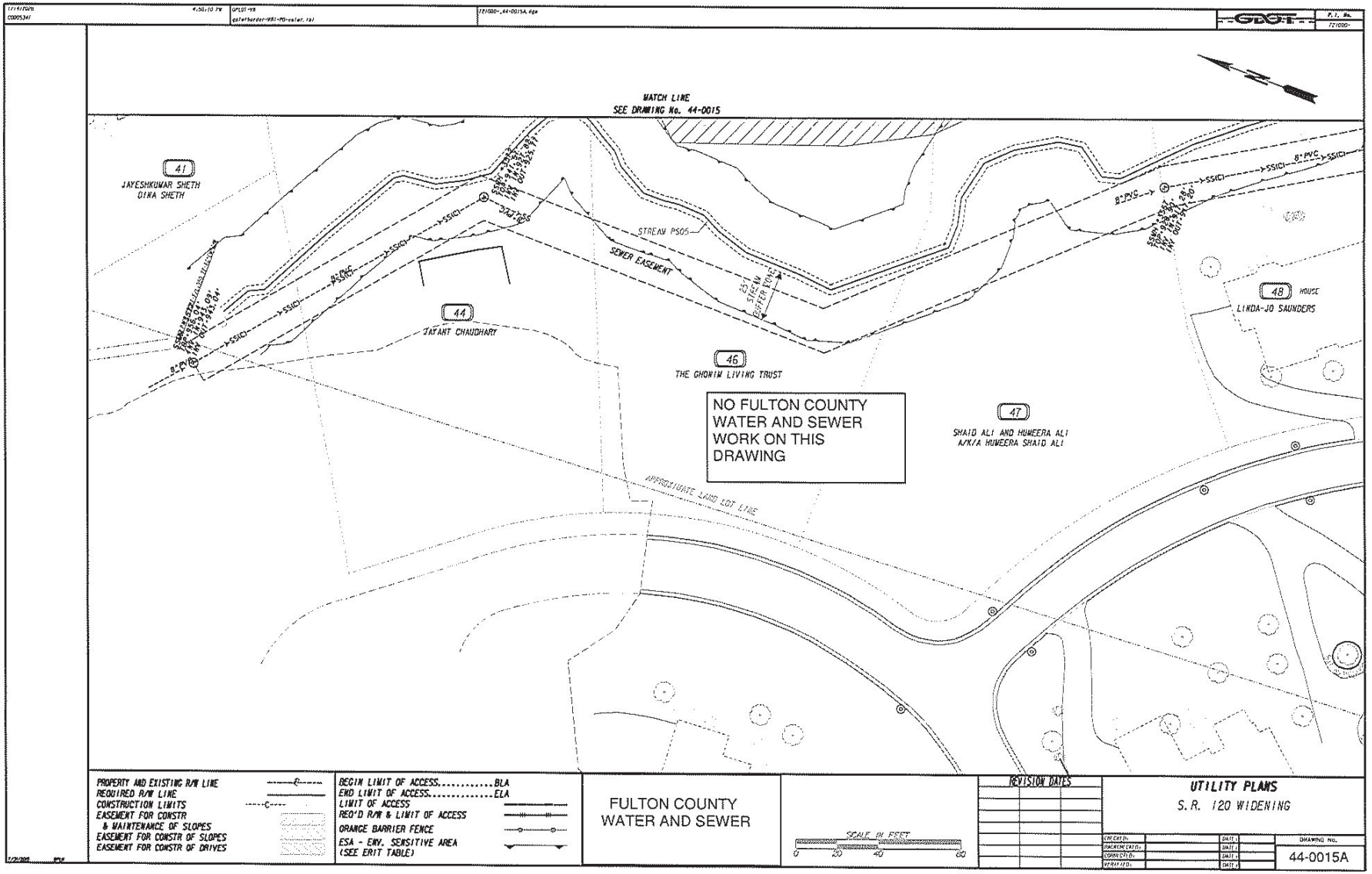
FULTON COUNTY
WATER AND SEWER

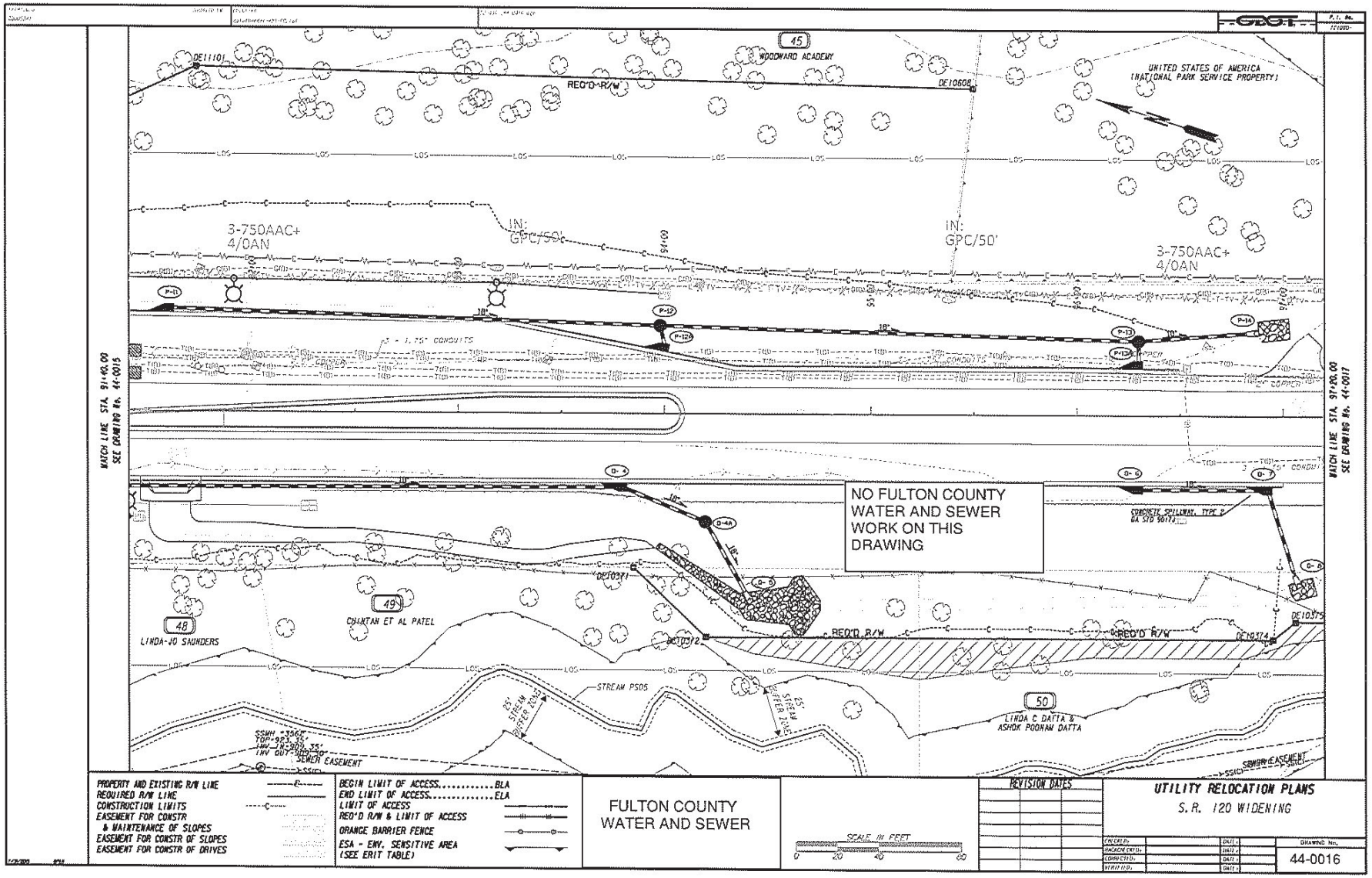
SCALE IN FEET
0 20 40 60

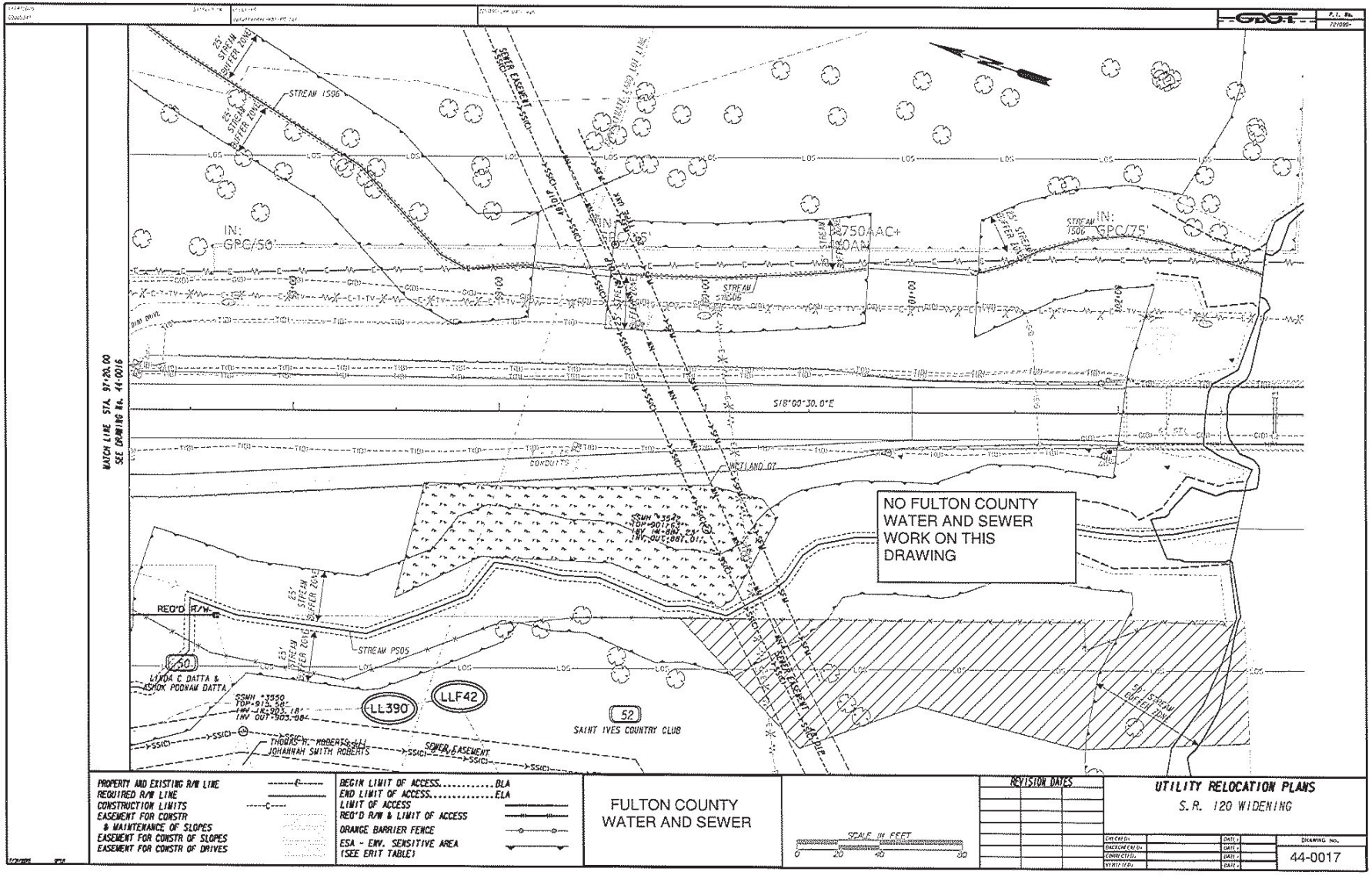
REVISION DATES

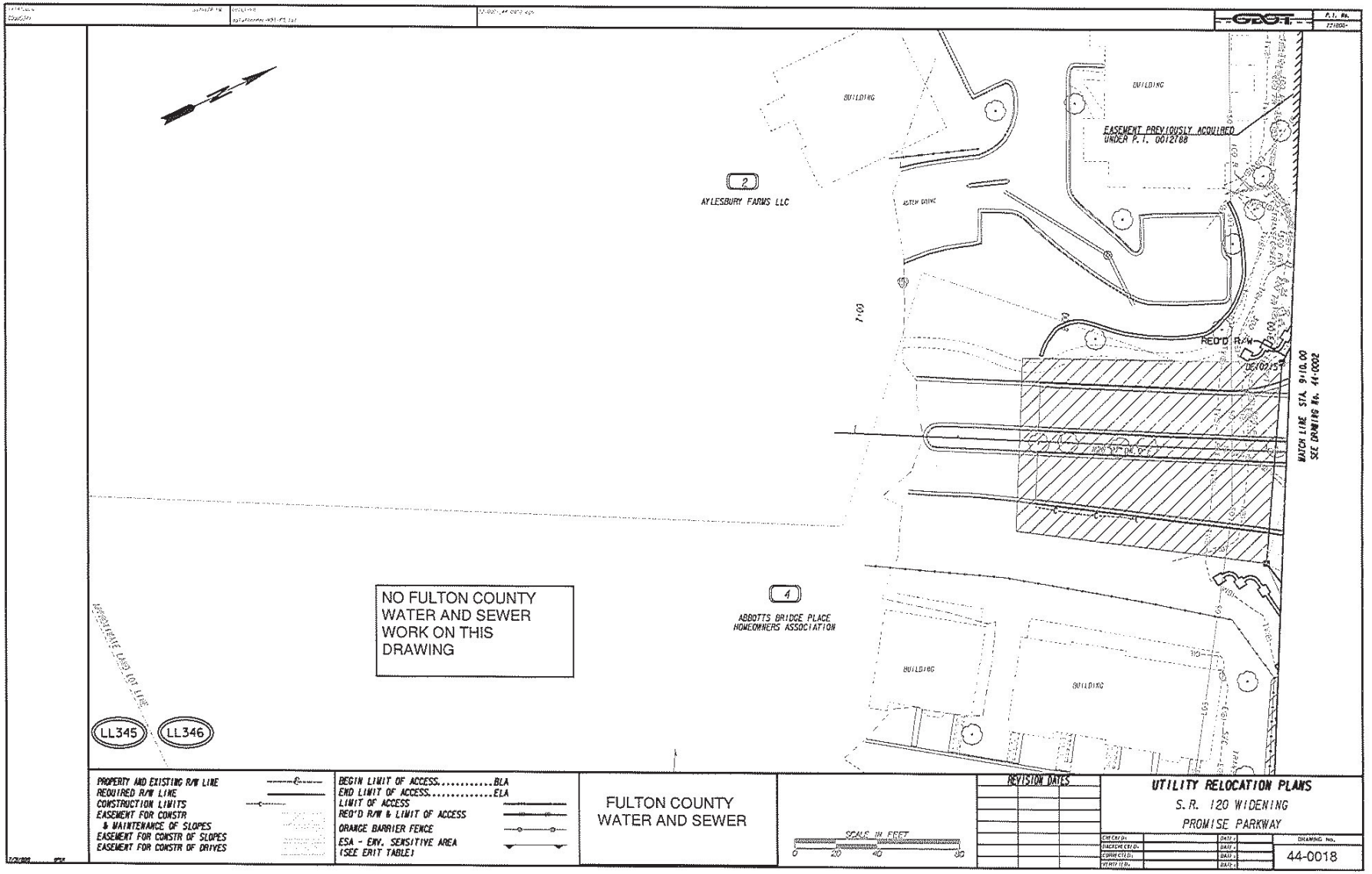
UTILITY RELOCATION PLANS
S.R. 120 WIDENING

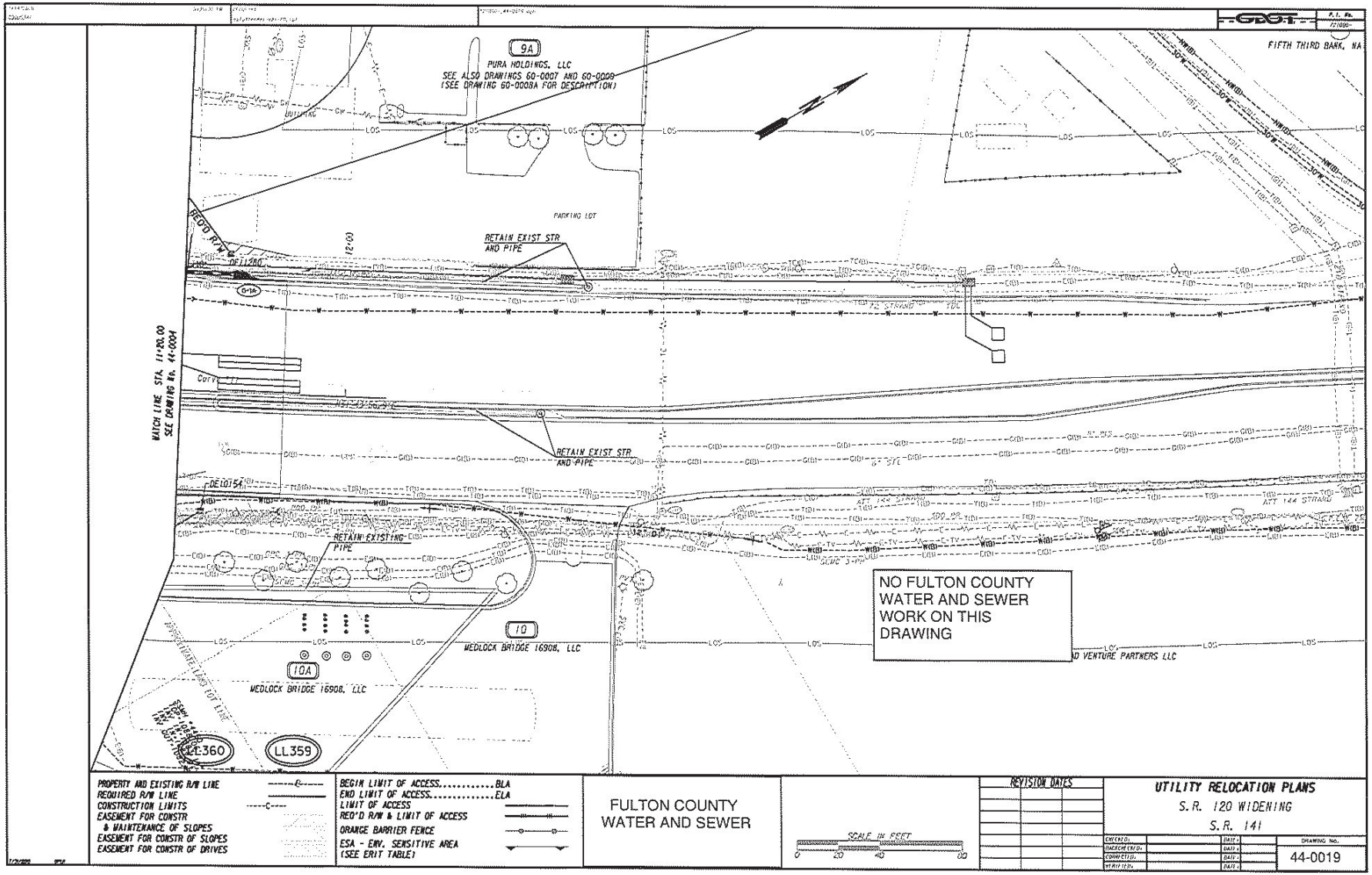
DRAWING No. 44-0015

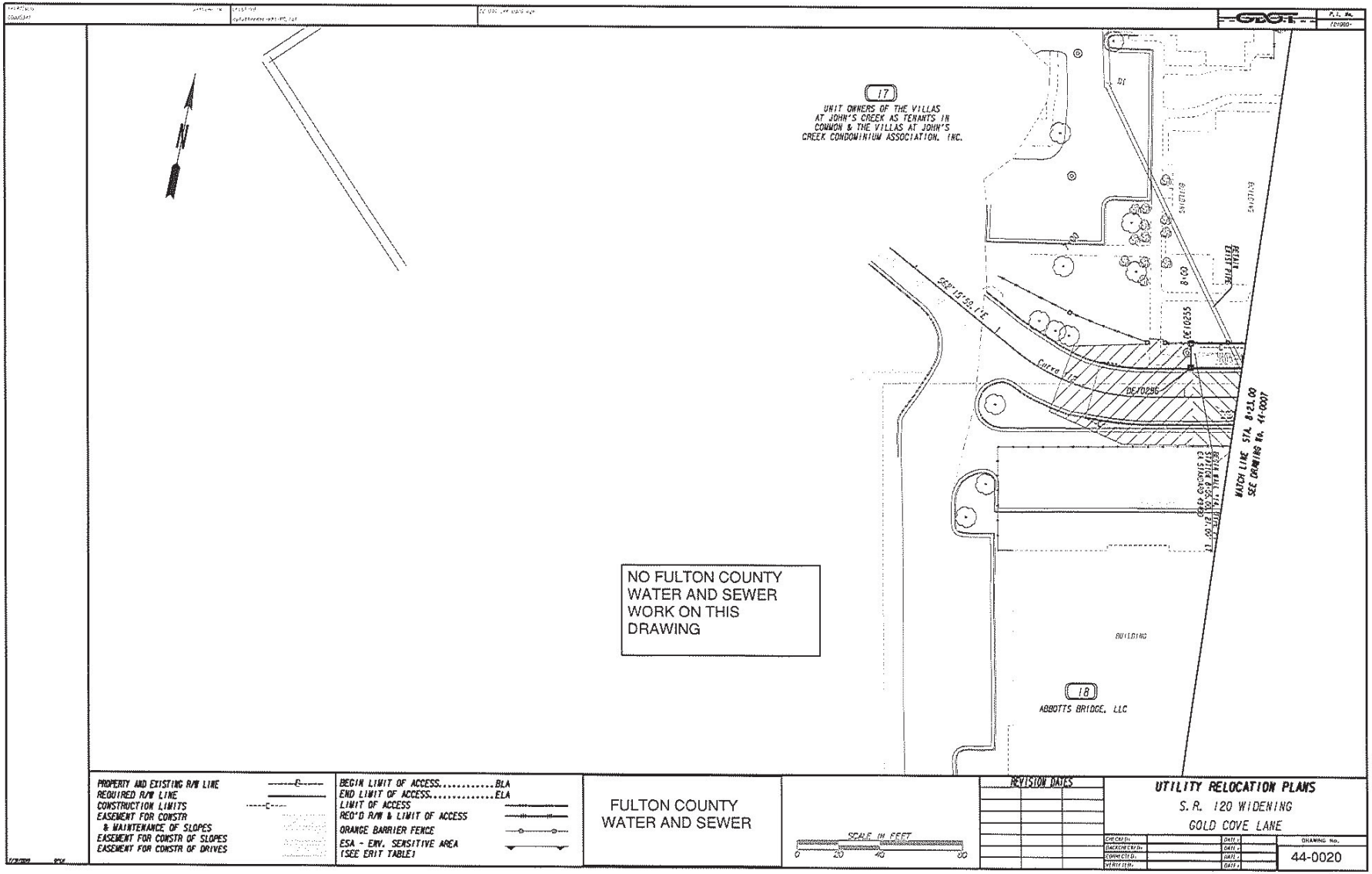

MATCH LINE
SEE DRAWING No. 44-0015
41
JAYESHKUMAR SHETH
DINA SHETH
44
JAFANT CHAUDHARY
46
THE GHONIM LIVING TRUST
47
SHAID ALI AND HUWEERA ALI
A/K/A HUWEERA SHAID ALI
48
HOUSE
LINDA-JO SAUNDERS
STREAM PSOS
SEWER EASEMENT
25' STREAM BUFFER ZONE
8"PVC
SSI(C)
NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING
APPROXIMATE LAND LOT LINE
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY PLANS
S.R. 120 WIDENING
DRAWING No.
44-0015A

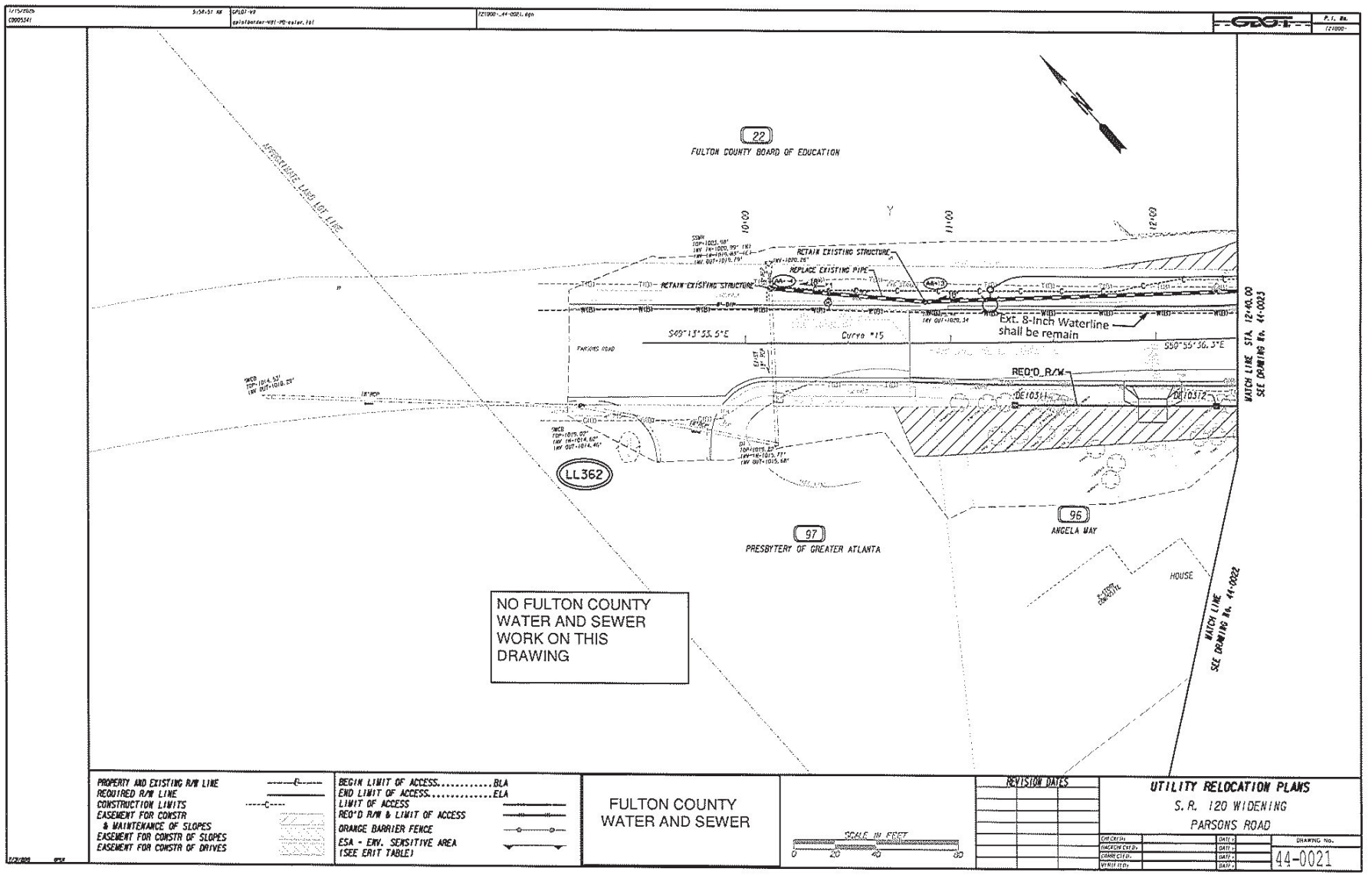

45
WOODWARD ACADEMY
REQ'D R/W
DE1110
DE1060
UNITED STATES OF AMERICA
(NATIONAL PARK SERVICE PROPERTY)
3-750AAC+
4/0AN
IN:
GPC/50'
IN:
GPC/50'
3-750AAC+
4/0AN
3 - 1.75" CONDUITS
MATCH LINE STA. 91+40.00
SEE DRAWING No. 44-0015
MATCH LINE STA. 97+00.00
SEE DRAWING No. 44-0017
NO FULTON COUNTY
WATER AND SEWER
WORK ON THIS
DRAWING
CONCRETE SPILLWAY, TYPE 2
GA STD 9017A
DE1037
DE1037
DE1037
DE1037
DE1037
DE1037
49
CHINTAN ET AL PATEL
48
LINDA-JO SAUNDERS
REQ'D R/W
REQ'D R/W
STREAM PSDS
25' STREAM BUFFER ZONE
25' STREAM BUFFER ZONE
50
LINDA C DATTA &
ASHOK POONAM DATTA
SSMH =356.6'
TOP=923.35'
INV IN=909.35'
INV OUT=909.30'
SEWER EASEMENT
SEWER EASEMENT
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0016

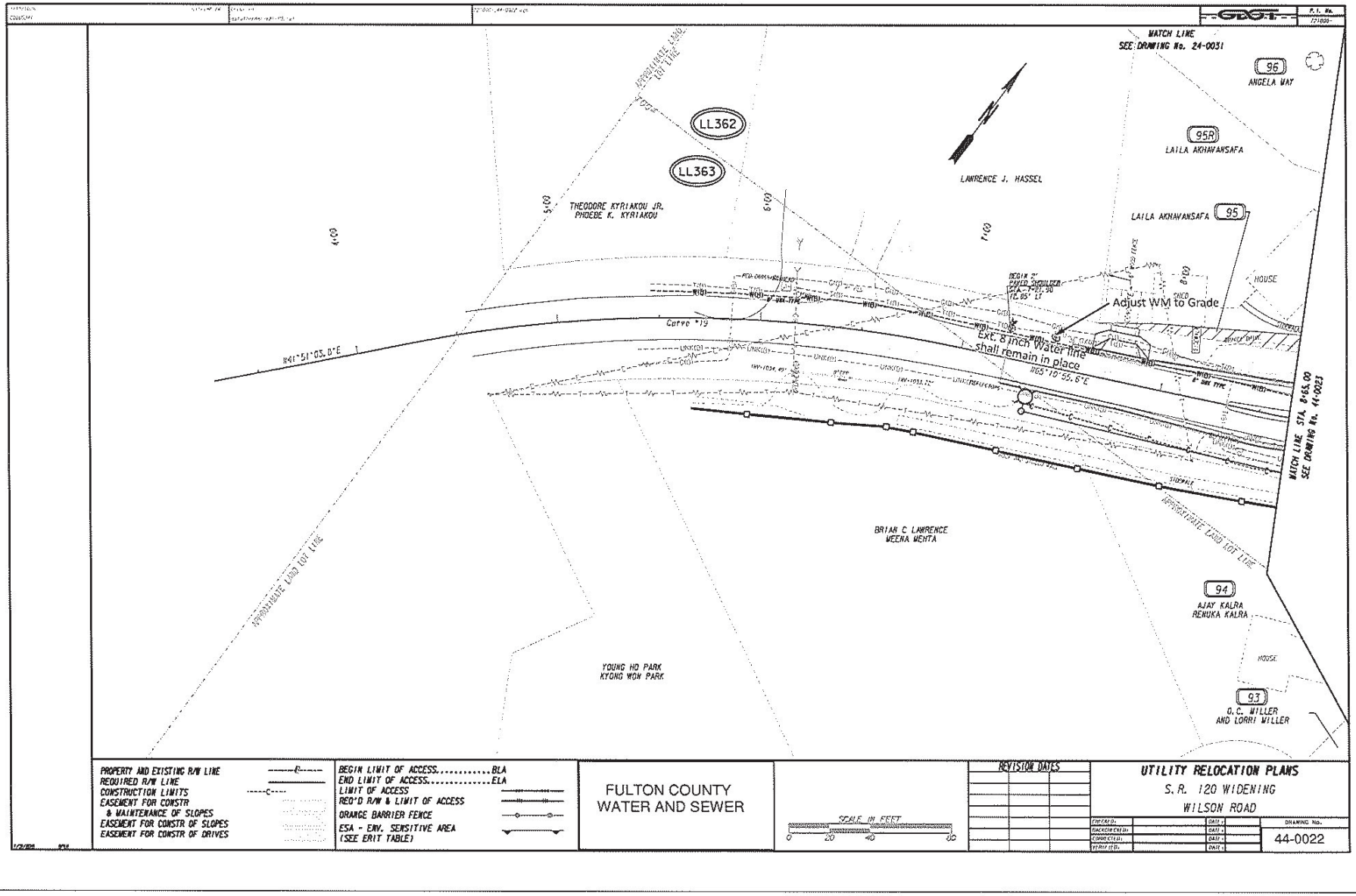

MATCH LINE STA. 97+20.00
SEE DRAWING No. 44-0016
STREAM 1506
STREAM 1505
STREAM P505
IN: GPC/50'
IN: GPC/75'
S18°00'30.0"E
CONDUITS
WETLAND 07
NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING
REQ'D R/W
LINDA C DATTA & ASHOK PODNAM DATTA
LL390
LLF42
SAINT IVES COUNTRY CLUB
THOMAS K. ROBERTS, III JOHANNAH SMITH ROBERTS
SEWER EASEMENT
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
REVISION DATES
SCALE IN FEET
0 20 40 80
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
DRAWING No.
44-0017

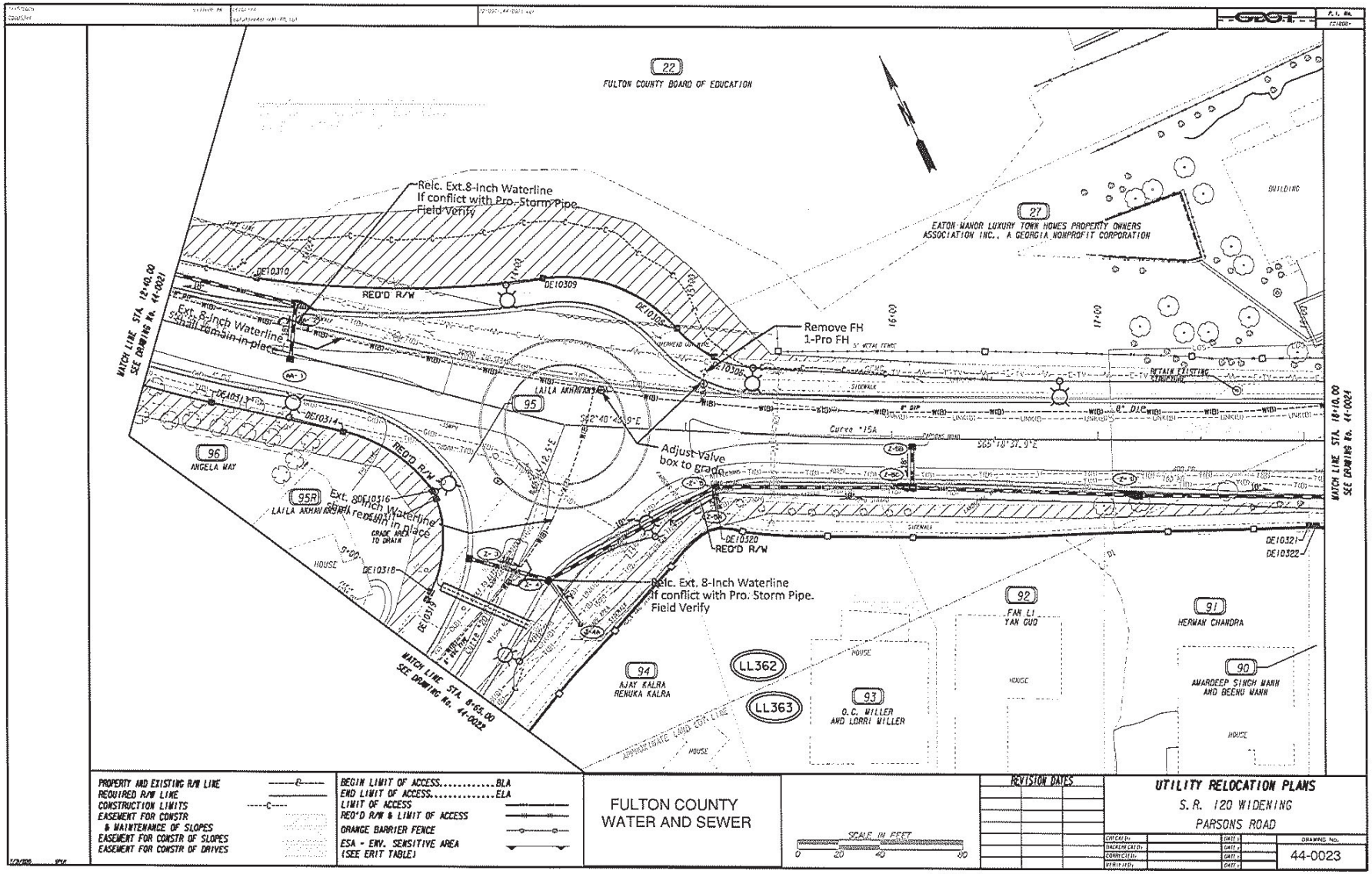

BUILDING
EASEMENT PREVIOUSLY ACQUIRED UNDER P. I. 0012788
2
AYLESBURY FARMS LLC
ASTEN DRIVE
7'-03
RED'D R/W
DE/02/15
WATCH LINE STA. 9+10.00
SEE DRAWING No. 44-0002
NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING
4
ABBOTTS BRIDGE PLACE HOMEOWNERS ASSOCIATION
BUILDING
BUILDING
RESIDENTIAL LAND LOT LINE
LL345
LL346
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RED'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
PROMISE PARKWAY
DRAWING No.
44-0018

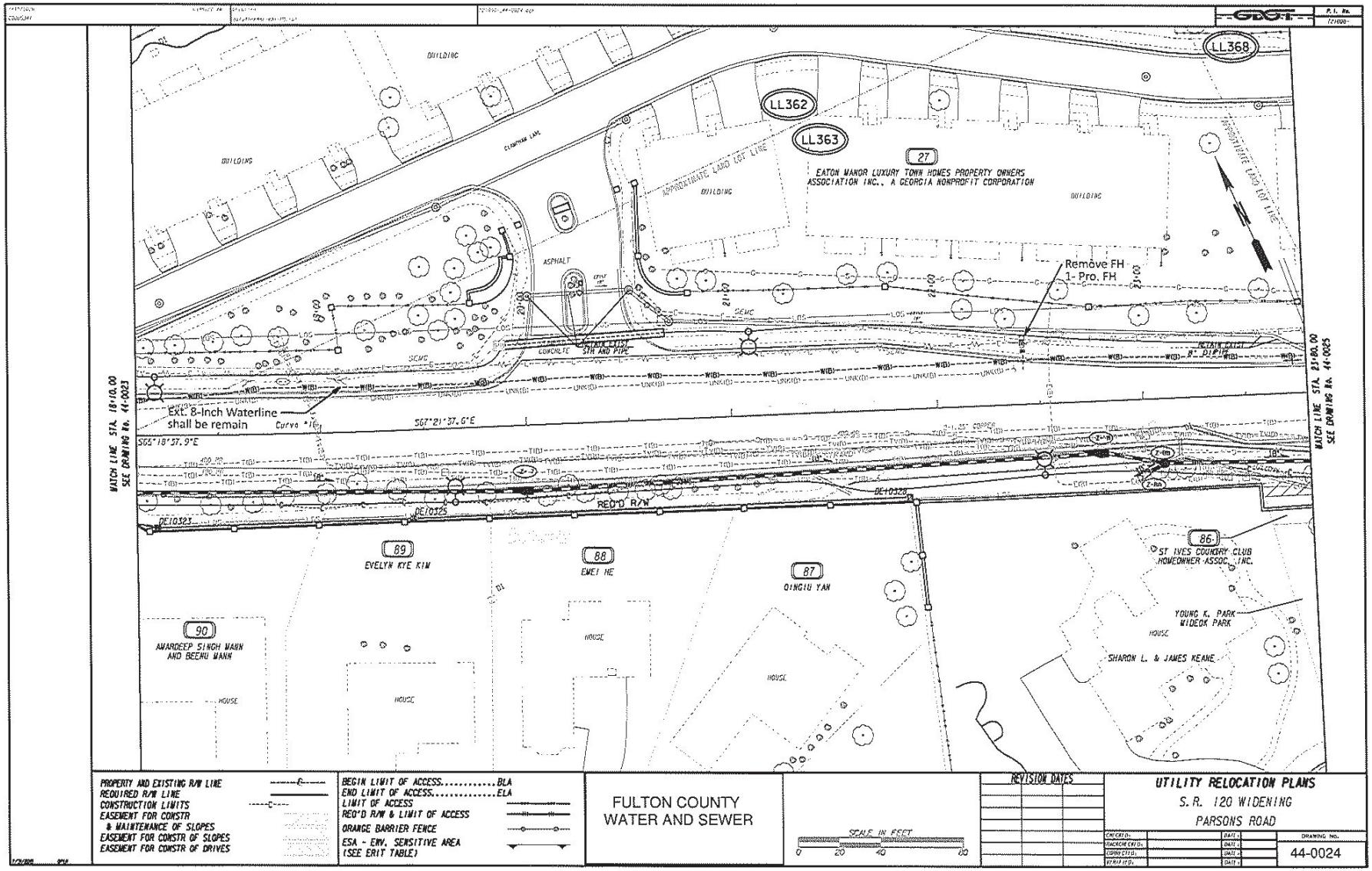

9A
PURA HOLDINGS, LLC
SEE ALSO DRAWINGS 60-0007 AND 60-0008
(SEE DRAWING 60-0008A FOR DESCRIPTION)
FIFTH THIRD BANK, NA
PARKING LOT
RETAIN EXIST STR AND PIPE
RETAIN EXIST STR AND PIPE
RETAIN EXISTING PIPE
MATCH LINE STA. 11+80.00 SEE DRAWING No. 44-0004
10
MEDLOCK BRIDGE 16908, LLC
10A
MEDLOCK BRIDGE 16908, LLC
LL360
LL359
NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RED'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
S.R. 141
DRAWING No.
44-0019

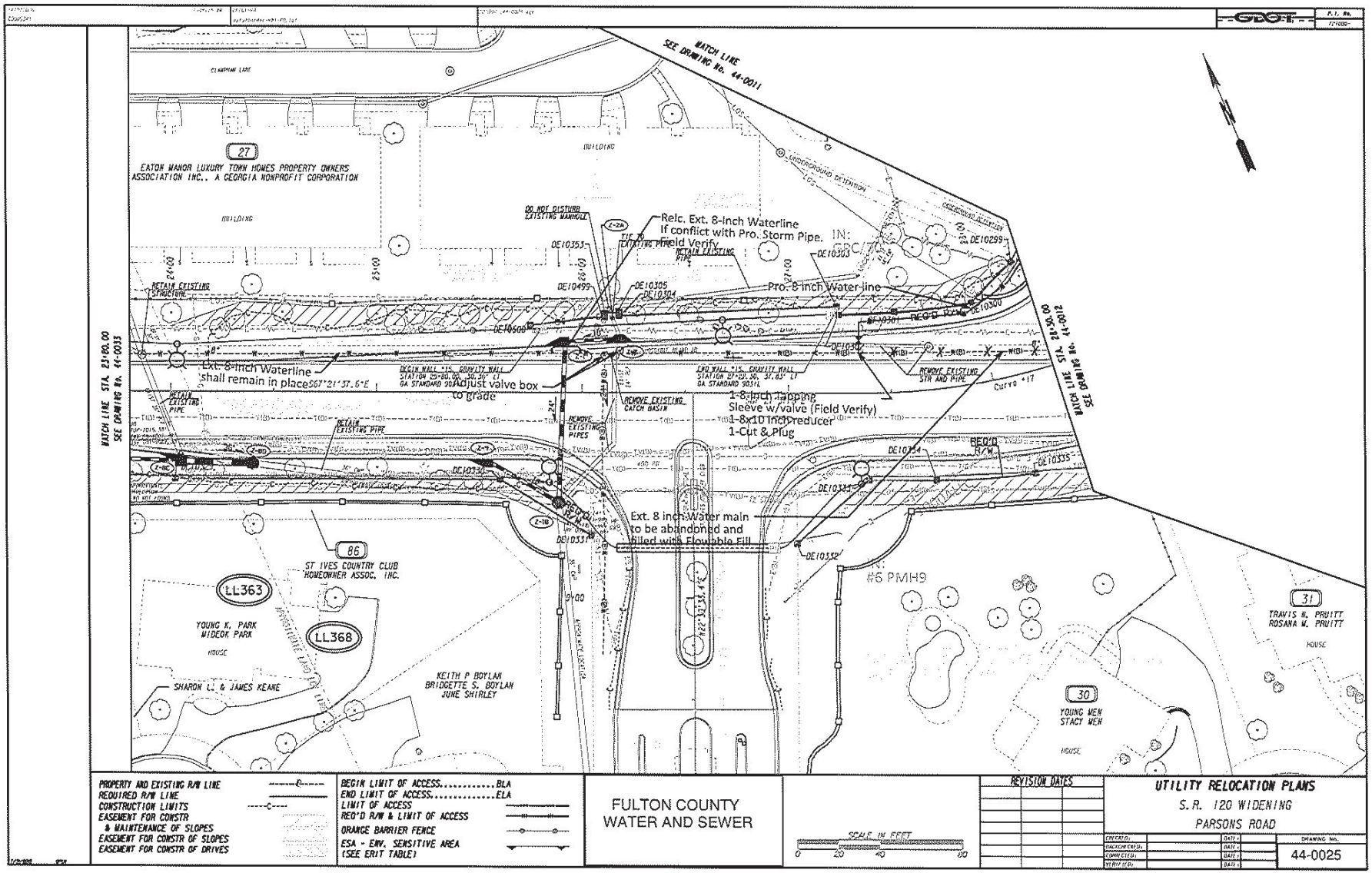

17
UNIT OWNERS OF THE VILLAS AT JOHN'S CREEK AS TENANTS IN COMMON & THE VILLAS AT JOHN'S CREEK CONDOMINIUM ASSOCIATION, INC.
18
ABBOTTS BRIDGE, LLC
BUILDING
NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
GOLD COVE LANE
DRAWING No.
44-0020

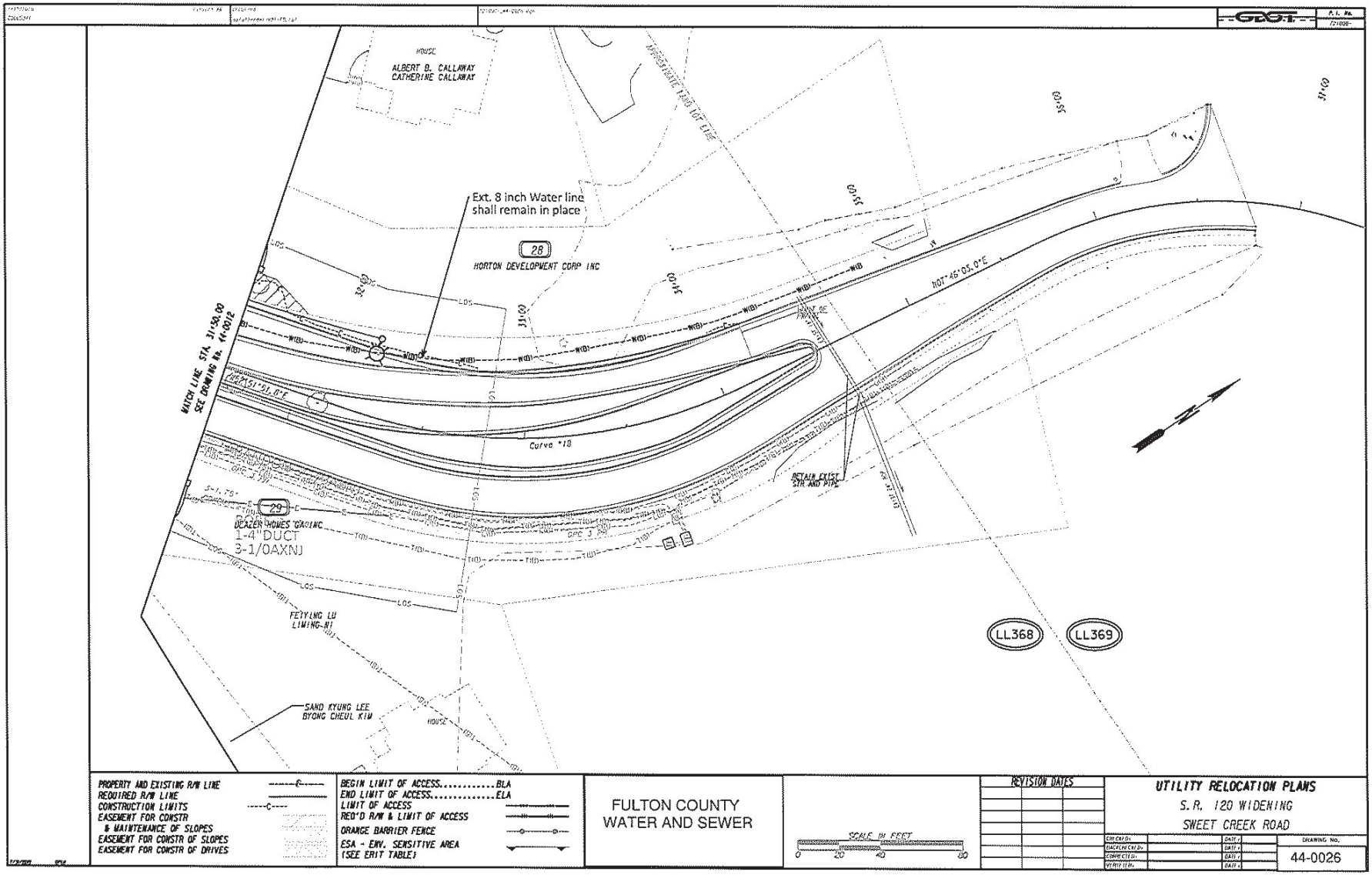

22
FULTON COUNTY BOARD OF EDUCATION
APPROXIMATE LAND LOT LINE
RETAIN EXISTING STRUCTURE
REPLACE EXISTING PIPE
RETAIN EXISTING STRUCTURE
Ext. 8-Inch Waterline shall be remain
S69°13'53.5"E
Curve #15
S50°55'30.3"E
PARSONS ROAD
REQ'D R/W
MATCH LINE STA. 12+40.00 SEE DRAWING No. 44-0023
LL362
97
PRESBYTERY OF GREATER ATLANTA
96
ANGELA WAY
HOUSE
ACCESS CONCRETE
MATCH LINE SEE DRAWING No. 44-0022
NO FULTON COUNTY WATER AND SEWER WORK ON THIS DRAWING
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S. R. 120 WIDENING
PARSONS ROAD
DRAWING No.
44-0021

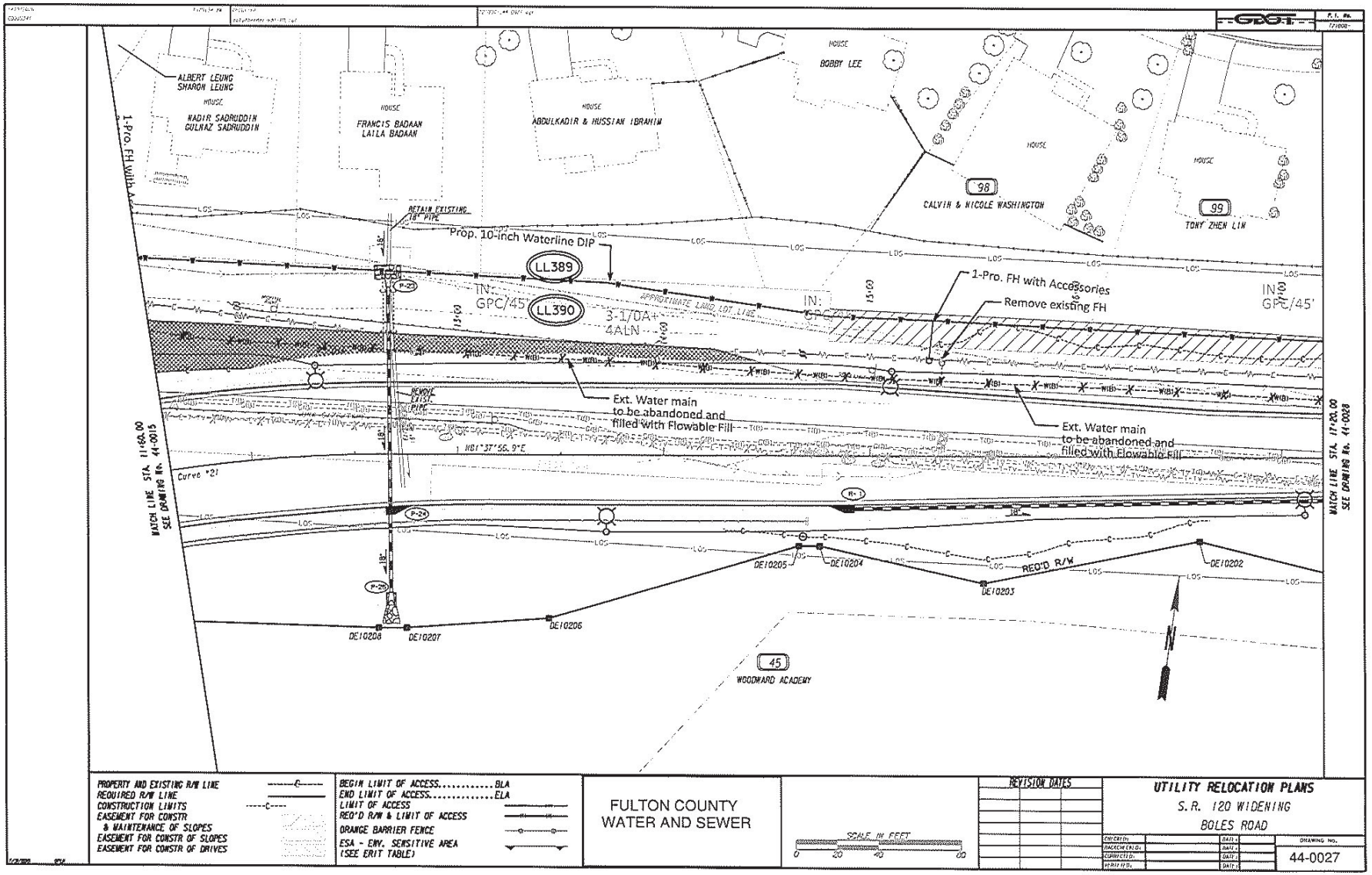

MATCH LINE
SEE DRAWING No. 24-0031
96
ANGELA WAY
95R
LAILA AKHAVANSAFA
LL362
LL363
LAWRENCE J. HASSEL
THEODORE KYRIAKOU JR.
PHOEBE K. KYRIAKOU
LAILA AKHAVANSAFA
95
HOUSE
Adjust WM to Grade
Ext. 8 inch water line
shall remain in place
Curve #19
N41°51'05.0"E
N65°10'55.6"E
MATCH LINE STA. 8+65.00
SEE DRAWING No. 44-0023
BRIAN C. LAWRENCE
MEENA MEHTA
94
AJAY KALRA
RENUKA KALRA
HOUSE
93
O.C. MILLER
AND LORRI MILLER
YOUNG HO PARK
KYONG WON PARK
APPROXIMATE LAND LOT LINE
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
WILSON ROAD
CHECKED
BACKCHECKED
CORRECTED
VERIFIED
DATE
DRAWING No.
44-0022

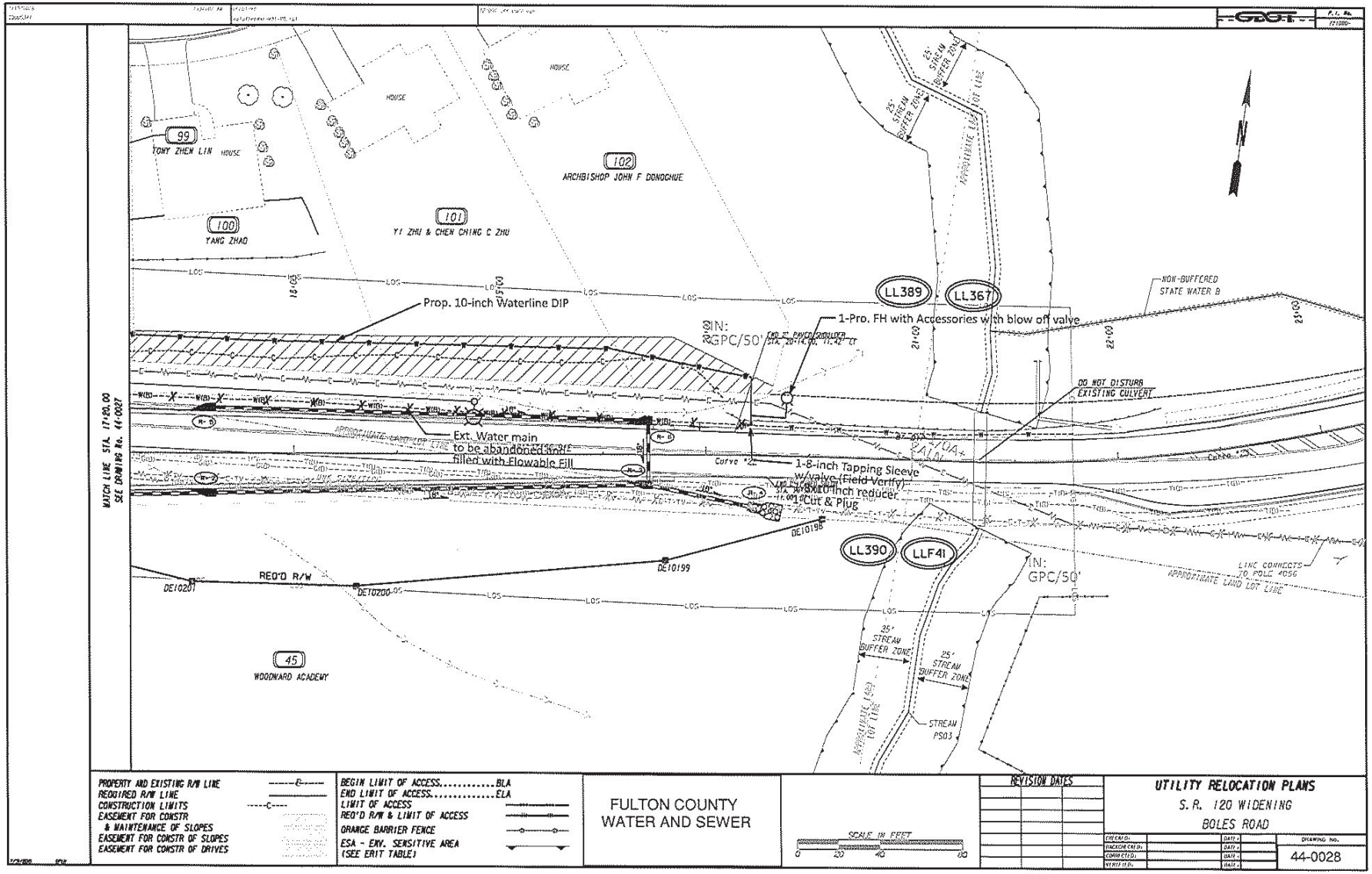

22
FULTON COUNTY BOARD OF EDUCATION
27
EATON MANOR LUXURY TOWN HOMES PROPERTY OWNERS ASSOCIATION INC., A GEORGIA NONPROFIT CORPORATION
Relc. Ext.8-Inch Waterline
If conflict with Pro. Storm Pipe
Field Verify
Remove FH
1-Pro FH
Ext. 8-Inch Waterline
Shall remain in place
Adjust Valve
box to grade
Relc. Ext. 8-Inch Waterline
If conflict with Pro. Storm Pipe.
Field Verify
RETAIN EXISTING STRUCTURE
95
96
ANGELA WAY
95R
LAILA AKHAVAN
94
AJAY KALRA
RENUKA KALRA
93
O.C. MILLER
AND LORRI MILLER
92
FAN LI
YAN GUO
91
HERMAN CHANDRA
90
AWARDEEP SINGH MANN
AND BEENU MANN
LL362
LL363
DE10310
DE10309
DE10308
DE10306
DE10314
DE10316
DE10318
DE10320
DE10321
DE10322
RED'D R/W
HOUSE
SIDEWALK
MATCH LINE STA. 12+40.00
SEE DRAWING No. 44-0021
MATCH LINE STA. 18+10.00
SEE DRAWING No. 44-0024
MATCH LINE STA. 8+65.00
SEE DRAWING No. 44-0022
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RED'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
PARSONS ROAD
DRAWING No.
44-0023


LL368
LL362
LL363
27
EATON MANOR LUXURY TOWN HOMES PROPERTY OWNERS ASSOCIATION INC., A GEORGIA NONPROFIT CORPORATION
BUILDING
APPROXIMATE LAND LOT LINE
Remove FH
1- Pro. FH
Ext. 8-Inch Waterline
shall be remain
MATCH LINE STA. 18+10.00
SEE DRAWING No. 44-0023
MATCH LINE STA. 23+60.00
SEE DRAWING No. 44-0025
S65°18'37.9"E
S67°21'37.6"E
REQ'D R/W
DE10323
DE10325
DE10328
89
EVELYN KYE KIM
88
EWEI HE
87
QINGIU YAN
86
ST IVES COUNTRY CLUB HOMEOWNER ASSOC., INC.
90
AWARDEEP SINGH MANN AND BEENU MANN
YOUNG K. PARK WIDEOK PARK
SHARON L. & JAMES KEANE
HOUSE
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
PARSONS ROAD
DRAWING NO.
44-0024


MATCH LINE
SEE DRAWING No. 44-0011
27
EATON MANOR LUXURY TOWN HOMES PROPERTY OWNERS ASSOCIATION INC., A GEORGIA NONPROFIT CORPORATION
BUILDING
DO NOT DISTURB EXISTING MANHOLE
Relc. Ext. 8-Inch Waterline
If conflict with Pro. Storm Pipe, IN: GPC
Field Verify
RETAIN EXISTING STRUCTURE
Pro. 8 inch Water line
REQ'D R/W
Ext. 8-inch Waterline shall remain in place
Adjust valve box to grade
1-8 inch Tapping Sleeve w/valve (Field Verify)
1-8x10 Inch reducer
1-Cut & Plug
REMOVE EXISTING CATCH BASIN
REMOVE EXISTING PIPES
RETAIN EXISTING PIPE
Ext. 8 inch Water main to be abandoned and filled with Flowable Fill
#6 PMH9
86
ST IVES COUNTRY CLUB HOMEOWNER ASSOC. INC.
LL363
LL368
YOUNG K. PARK WIDEOK PARK
HOUSE
SHARON L. & JAMES KEANE
KEITH P BOYLAN
BRIDGETTE S. BOYLAN
JUNE SHIRLEY
31
TRAVIS N. PRUITT
ROSANA M. PRUITT
30
YOUNG WEN
STACY WEN
WATCH LINE STA. 23+00.00
SEE DRAWING No. 44-0033
MATCH LINE STA. 21+30.00
SEE DRAWING No. 44-0012
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
PARSONS ROAD
DRAWING No.
44-0025


HOUSE
ALBERT B. CALLAWAY
CATHERINE CALLAWAY
Ext. 8 inch Water line
shall remain in place
28
HORTON DEVELOPMENT CORP INC
MATCH LINE STA. 31+50.00
SEE DRAWING No. 44-0012
Curve #18
RETAIN EXIST STR AND PIPE
29
DEAZER HOMES GA INC
1-4"DUCT
3-1/0AXNJ
FETYLING LU
LIMING-NI
SAND KYUNG LEE
BYONG CHEUL KIM
HOUSE
LL368
LL369
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
SWEET CREEK ROAD
DRAWING No.
44-0026


ALBERT LEUNG
SHARON LEUNG
HOUSE
KADIR SADRUDDIN
GULNAZ SADRUDDIN
HOUSE
FRANCIS BADAAN
LAILA BADAAN
HOUSE
ABDULKADIR & HUSSIAN IBRAHIM
HOUSE
BOBBY LEE
HOUSE
98
CALVIN & NICOLE WASHINGTON
HOUSE
99
TONY ZHEN LIN
1-Pro. FH with Accessories
RETAIN EXISTING 18" PIPE
Prop. 10-inch Waterline DIP
LL389
LL390
IN: GPC/45
APPROXIMATE LAND LOT LINE
3-1/0A+ 4ALN
1-Pro. FH with Accessories
Remove existing FH
IN: GPC/45'
Ext. Water main to be abandoned and filled with Flowable Fill
Ext. Water main to be abandoned and filled with Flowable Fill
REMOVE EXIST. 18" PIPE
N81°37'56.9"E
Curve #21
WATCH LINE STA. 11+68.00
SEE DRAWING No. 44-0015
WATCH LINE STA. 17+20.00
SEE DRAWING No. 44-0028
R-1
P-23
P-24
P-25
DE10205
DE10204
DE10203
DE10202
DE10208
DE10207
DE10206
REQ'D R/W
45
WOODWARD ACADEMY
N
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY
WATER AND SEWER
SCALE IN FEET
0 20 40 60
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
BOLES ROAD
DRAWING NO.
44-0027


99
TONY ZHEN LIN HOUSE
100
YANG ZHAO
101
YI ZHU & CHEN CHING C ZHU
102
ARCHBISHOP JOHN F DONOHUE
45
WOODWARD ACADEMY
HOUSE
HOUSE
Prop. 10-inch Waterline DIP
Ext. Water main to be abandoned in-PE filled with Flowable Fill
1-Pro. FH with Accessories with blow off valve
1-8-inch Tapping Sleeve w/valve (Field Verify)
1-8x6 inch reducer
Cut & Plug
LL389
LL367
LL390
LLF41
IN: GPC/50'
DO NOT DISTURB EXISTING CULVERT
NON-BUFFERED STATE WATER B
25' STREAM BUFFER ZONE
STREAM PS03
REQ'D R/W
DE10207
DE10200
DE10199
DE10198
LINE CONNECTS TO POLE 4056
APPROXIMATE LAND LOT LINE
MATCH LINE STA. 17+80.00 SEE DRAWING No. 44-0027
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
FULTON COUNTY WATER AND SEWER
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY RELOCATION PLANS
S.R. 120 WIDENING
BOLES ROAD
DRAWING No.
44-0028

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0063 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution affirming the protection of Constitutional Rights at Fulton County facilities and limiting ICE enforcement activities. **(Arrington) (HELD ON 2/4/26 AND 2/18/26)**

A RESOLUTION AFFIRMING THE PROTECTION OF CONSTITUTIONAL RIGHTS OF ALL PERSONS IN FULTON COUNTY FACILITIES AND LIMITING ICE ENFORCEMENT ACTIVITIES; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County is the largest county in the state of Georgia and is home to more than one million residents; and

WHEREAS, Fulton County owns, leases, and operates numerous buildings and facilities; and

WHEREAS, Fulton County is committed to the safety and well-being of its residents, visitors, officials, employees, and those doing business in and with the County; and

WHEREAS, Fulton County is committed to protecting the Constitutional rights of all people within the county; and

WHEREAS, Fulton County believes in the rule of law, the rights and dignity of all people, and responsible government; and

WHEREAS, since early 2025, the Federal Government has drastically expanded its federal immigration enforcement program with a stated goal of deporting millions of people who do not have legal immigration status; and

WHEREAS, there has been widespread public concern regarding violations and potential violations of constitutional rights by federal officials, including agents of Customs and Border Protection ("CBP"), and Immigration and Customs Enforcement ("ICE"); and

WHEREAS, public concern has grown more acute in recent weeks following, amongst other reported incidents, the deaths of two American citizens in Minnesota, both of whom were shot and killed by federal agents engaged in the immigration enforcement efforts; and

WHEREAS, federal officials have also reportedly asserted the ability for immigration enforcement officers, including ICE and CBP officers, to enter property, including private property, without warrants signed by a judge; and

WHEREAS, the members of Board of Commissioners are keenly aware of and share the public concern regarding the potential for violation(s) of constitutional rights by federal officials; and

WHEREAS, Fulton County, including its law enforcement personnel, are not tasked with nor authorized to enforce federal immigration laws; and

WHEREAS, Fulton County recognizes the County and its employees are not required to actively assist in the performance of federal immigration enforcement activities, but also may not obstruct federal officials in the performance of legal, constitutional enforcement activities; and

WHEREAS, to best serve the citizens of Fulton County, the Board of Commissioners finds it necessary to establish a policy regarding access to county facilities by federal law enforcement personnel, including federal immigration officials and agents; and

WHEREAS, documentation and oversight of enforcement activities are important contributors in ensuring safety, confidence, and trust for and among residents, law enforcement officers, and government institutions.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County hereby establish that its officials and employees shall not permit law enforcement personnel engaged in enforcement activities or investigations, including but not limited to CBP and ICE, access to any facilities, or portions of facilities, that are non-

public locations, including but not limited to areas with restricted access and employee work areas, without a constitutionally sufficient warrant signed by a judge.

BE IT FURTHER RESOLVED, that the County Manager, or his designee, in consultation with the County Attorney, may determine and clarify the county facilities and portions of county facilities that are non-public areas.

BE IT FURTHER RESOLVED, Fulton County officials and employees may take reasonable, legal steps to ensure their own constitutional rights and the constitutional rights of individuals within County facilities are protected if it is physically safe to do so.

BE IT FURTHER RESOLVED, in response to federal immigration enforcement activities:

Documentation of Federal Enforcement Activity

The Fulton County Police Department ("FCPD") shall document federal immigration enforcement activities occurring at any Fulton County facilities, or within unincorporated areas of Fulton County, according to department policy and applicable law, including the nature, time, location, and observed actions of the enforcement activities.

Capture and Preservation of Body Worn Camera Footage

FCPD officers shall activate their body worn camera(s) during any interaction with, or observation of, applicable federal immigration enforcement activities and shall preserve any such footage obtained including footage related to use of force, detentions, injuries, or other enforcement activities, consistent with FCPD policy.

Identification and Verification of Supervisory Federal Officers

FCPD officers shall make reasonable efforts to identify any supervisory officer present on scene during federal immigration enforcement activities. Such identification should include the supervisor's name, credentials, and badge number. The identification and verification process, including refusal(s) to provide requested information, shall be recorded via body worn camera with the footage preserved.

Reporting Violations of Law

FCPD shall formally report any suspected violations of constitutional rights, state or local law by federal law enforcement personnel, including federal immigration officials and agents, consistent with department policy. All such reports shall be made to appropriate operational and legal county authorities, including referring potential felony matters to the appropriate prosecutorial authority in accordance with Georgia law.

Response to Medical Emergencies

FCPD officers shall immediately call for emergency medical services and render aid to any injured person at the scene of federal immigration enforcement activities, regardless of immigration status or agency affiliation and take all reasonable legal steps to ensure emergency medical aid can be rendered without undue interference to lawful enforcement activities.

Public Reporting and Transparency

Fulton County shall maintain and publish data regarding reported legal and constitutional violations by federal immigration enforcement officials. Said reporting shall be conducted in a manner protecting sensitive information, active investigations, and individual(s) privacy while providing the maximum public transparency and accountability legally possible.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this 18th day of February 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

By: _____
Marvin S. Arrington, Jr.
Commissioner, District 5

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo,
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0101 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to support affordable housing in partnership with Cosmopolitan AME Church, Good Place, and Collaborative Housing Solutions by approving a grant from funds previously set aside to aid in the construction of a 70-unit new construction multifamily development in Vine City that includes 63 affordable units and 7 market rate units, and for other purposes. **(Barrett/Abdur-Rahman) (HELD ON 2/18/26)**

REQUEST APPROVAL OF A RESOLUTION TO SUPPORT AFFORDABLE HOUSING IN PARTNERSHIP WITH COSMOPOLITAN AME CHURCH, GOOD PLACE, AND COLLABORATIVE HOUSING SOLUTIONS BY APPROVING A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO AID IN THE CONSTRUCTION OF A 70-UNIT NEW CONSTRUCTION MULTIFAMILY DEVELOPMENT IN VINE CITY THAT INCLUDES 63 AFFORDABLE UNITS AND 7 MARKET RATE UNITS, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County faces a growing housing affordability crisis, with thousands of low-income families—particularly seniors, people with disabilities, and working households—struggling to maintain stable and adequate housing due to rising rents, aging housing stock, and increasing cost burdens; and

WHEREAS, the Fulton County Commission is dedicated to addressing affordable housing by leveraging public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars; and

WHEREAS, Cosmopolitan AME Church, Good Place, and Collaborative Housing have partnered to form Cosmopolitan Village Partners, LP to address affordable housing by repurposing underutilized parking and open space owned by the church to build Cosmopolitan Village, a new 70-unit apartment building in which ninety percent of the units will provide deep affordability for 30 years; and

WHEREAS, Cosmopolitan Village is a new build that will not displace any legacy residents; and

WHEREAS, the budget for Cosmopolitan Village is $23.7M which includes Construction Debt of $3,650,000 (15.4%), Federal Tax Credit Equity $10,800,000 (45.57%), State Tax Credit Equity $6,750,000 (28.48%), and a Westside Tax Allocation District (TAD) Grant $2,500,000 (10.55%); and

WHEREAS, the Fulton County portion of the Westside TAD Grant which has been approved for this affordable housing project is $625,000 (or 2.64% of the total investment); and

WHEREAS, the Westside TAD Grant funding is necessary in its entirety to ensure the project qualifies for the needed state and federal tax credits; and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008 (collectively, the "County Resolution"), the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to review by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of all tax increment dollars contributed to the Westside TAD is to fund projects that will grow the tax base, address affordability, and protect legacy residents; and

WHEREAS, the $625,000 portion of the Westside TAD Grant that would come from Fulton County's tax increment is already being held by Invest Atlanta, does not

impact Fulton County's 2026 budget, and cannot be repurposed by Fulton County for any other purpose through 2038.

NOW, THEREFORE BE IT RESOLVED, that the Fulton County Board of Commissioners hereby consents to the use of $625,000 of its Westside TAD tax increment dollars to be granted to Cosmopolitan Village Partners, LP as part of a $2.5M Westside TAD Grant for the purpose of constructing the Cosmopolitan Village project as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 18th day of February 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

COSMOPOLITAN VILLAGE
172 Vine Street – Fulton County District 4
Multifamily Development Approval to Release Fulton County Portion of Westside TAD Ascension Fund Grant

Summary

To authorize the release of $625,000 of the Fulton County Increment set aside in the Westside TAD to be used for as part of Westside TAD Ascension Fund grant in an amount not to exceed $2,500,000 to aid in the construction of a 70-unit new construction multifamily development in the Vine City neighborhood.

Location

172 Vine Street, NW
Council District: 3 **NPU:** L **APS District:** 2
Fulton County District: 4

Timeline

Est. Construction Start Date: October 2026

Type

New Construction Multifamily

Affordability Period

30 years

Ownership

Cosmopolitan Village Partners, LP (Ownership Entity)

Description

Good Places and Collaborative Housing Solutions in partnership with Cosmopolitan AME church seeks to develop 70 units of mixed-income housing in the Vine City neighborhood. The proposed project seeks to repurpose underutilized parking and open space owned by the church. The developer is seeking an award from the Westside TAD in support of their application for 9% LIHTC financing. Tentatively, the project will be a mixed-income development, which includes 63 affordable and seven market units. Amenities include Energy Star appliances, washer/dryer hook-ups in each unit, an outdoor gazebo, interior community room, common laundry facilities, and a fitness center and business center.

Seventeen (17) units will be set aside for project-based vouchers provided by the Department of Community Affairs.

There is a rich history of the AME church in the Vine City community. The church, which was originally named Little Bethel African Methodist Episcopal Church, relocated to its home on Vine Street in 1907—making the church an institution in the neighborhood for more than 100 years. In that time, leadership has engaged its congregation and residents with a wide variety of programming, covering health and nutrition, literacy and education, personal empowerment, and senior programs. The proposed project will also contribute to these continued efforts by bringing new community spaces to the church's campus.

Affordability Mix

AMI	# of Units	Unit Floorplan	Sq.ft.	Unit Rental
17 units @ 50% AMI or below				
*50%	9	1BR	556-714	$1,174
	8	2 BR	834-1001	$1,247
46 units 60% AMI or below				
60%	24	1 BR	556-714	$1,285
	22	2 BR	834-1001	$1,542
7 Unrestricted Units				
Market	3	1 BR	556-714	$1,300
	4	2 BR	834-1001	$1,600
Total Units:	**70**			

*Project Based Voucher Units

COSMOPOLITAN VILLAGE
172 Vine Street – Fulton County District 4
Multifamily Development Approval to Release Fulton County Portion of Westside TAD Ascension Fund Grant

Community Benefit

- Ninety percent of the project's units will provide deep affordability for 30 years.
- The project aligns with the City's Faith-Based Initiative.
- The units are in proximity to Hollis Innovation Academy, Fulton County health center, MARTA rail and bus station, and City parks.

Development Budget

Sources

Construction Debt	$3,650,000
Federal Tax Credit Equity	$10,800,000
State Tax Credit Equity	$6,750,000
Deferred Developer Fee	$701,000
Westside TAD Grant	$2,500,000*
Total Sources	**$23,700,000**

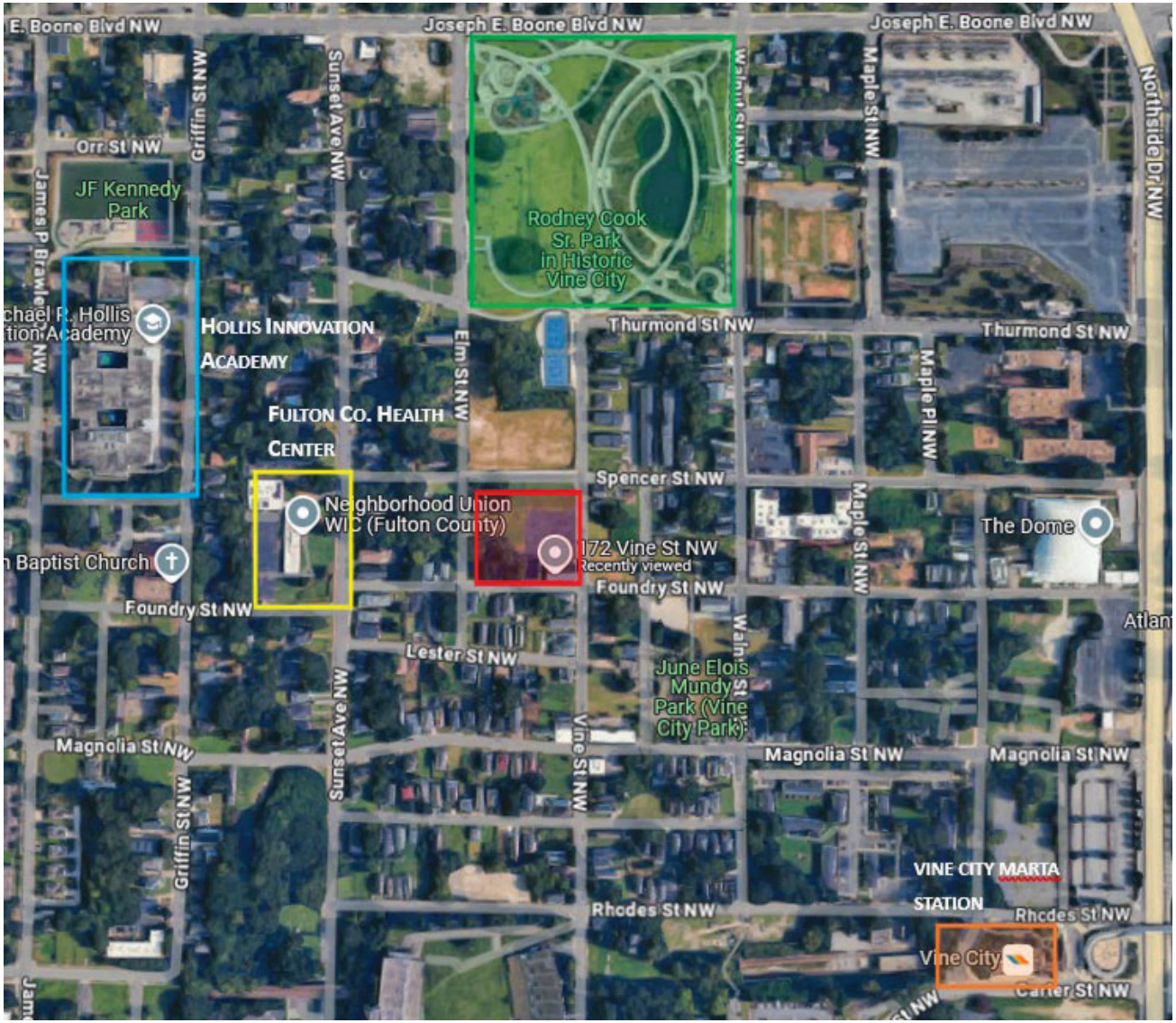
Uses

Acquisition	$1,500,000
Hard Costs	$16,698,930
Contingency	$803,757
Soft Costs	$1,012,000
Financing	$1,721,965
Syndication Expenses	$95,000
FFE	$186,000
Reserves	$568,348
Developer's Fee	$1,815,000
Total Uses	**$23,700,000**

***Fulton County's portion of the Westside TAD Grant funds is 25% ($625,000)**

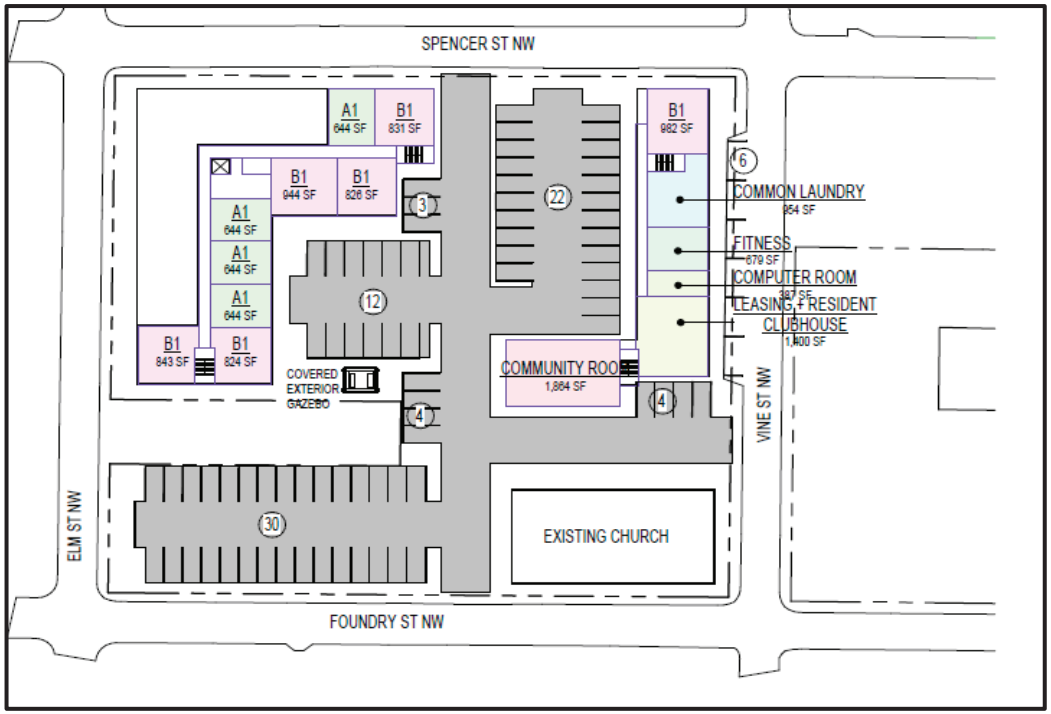
COSMOPOLITAN VILLAGE
172 Vine Street – Fulton County District 4
Multifamily Development Approval to Release Fulton County Portion of Westside TAD Ascension Fund Grant

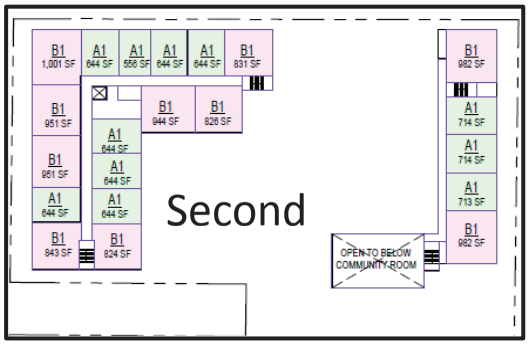
Project Location Map

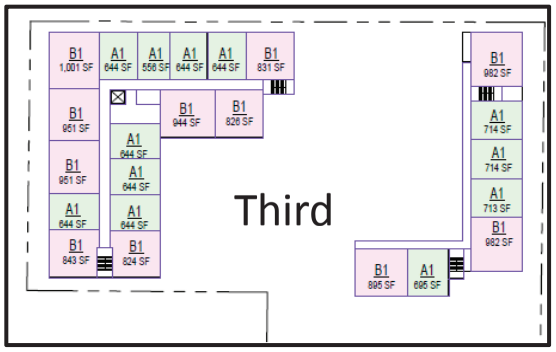


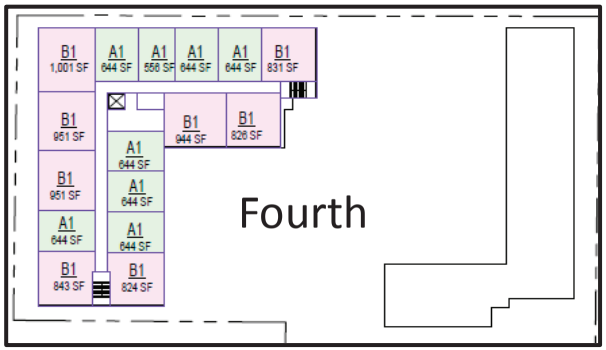
COSMOPOLITAN VILLAGE
172 Vine Street – Fulton County District 4
Multifamily Development Approval to Release Fulton County Portion of Westside TAD Ascension Fund Grant

Project Site Plans (Proposed)



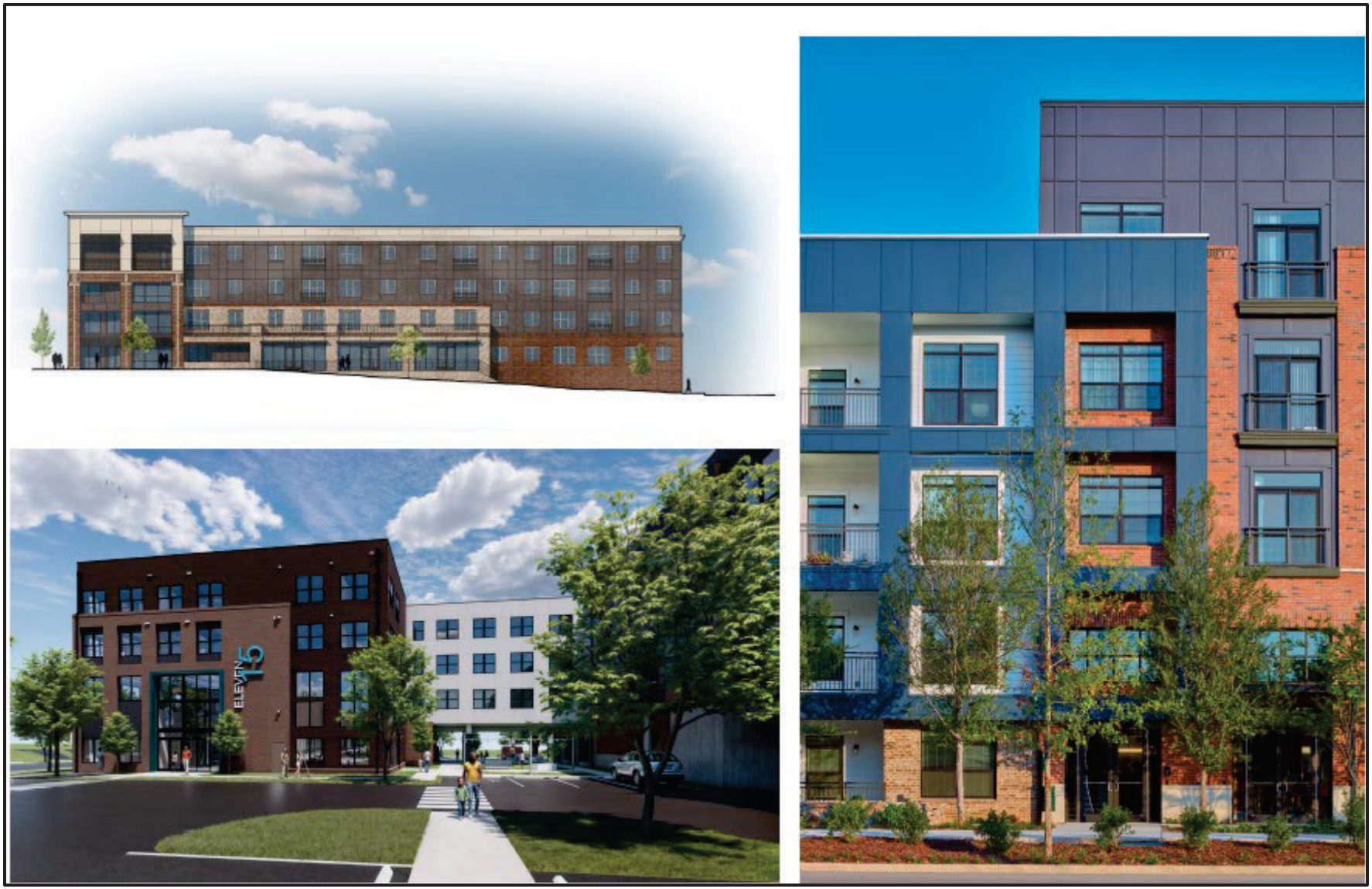




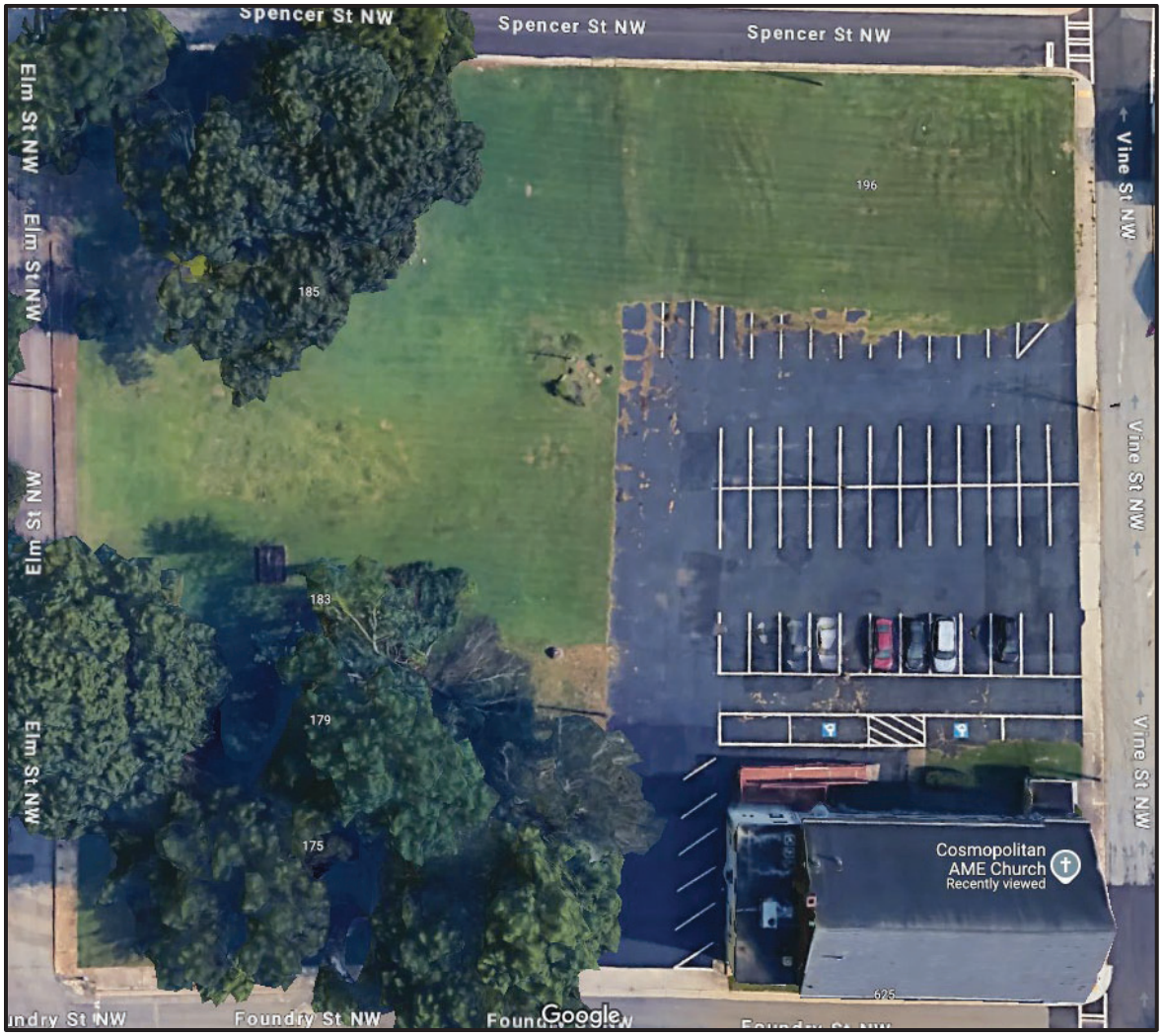


COSMOPOLITAN VILLAGE
172 Vine Street – Fulton County District 4
Multifamily Development Approval to Release Fulton County Portion of Westside TAD Ascension Fund Grant

Conceptual Design



Existing Site Photos



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0120 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne)**

A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of ensuring that all eligible residents have access to accurate information regarding voter registration and voter identification requirements; and

WHEREAS, voter identification is required under Georgia law for participation in certain voting processes, including in-person voting and absentee voting procedures; and

WHEREAS, possession of a government issued identification is not only essential for voting, but is also important for identity verification, accessing services, participating in civic duties, and complying with legal requirements, all of which play a crucial role in everyday life and societal functioning; and

WHEREAS, despite record turnout among people of color since the passage of Senate Bill 202 (SB 202), which was adopted by the Georgia General Assembly in 2021, voter identification continues to be cited as a form of voter suppression for people of color, recently married people changing their name, and young and elderly people with difficulty finding required documents; and

WHEREAS, according to the Pew Research Center, Rasmussen and Gallop polls, eighty percent (80%) of Americans favor voter identification; and

WHEREAS, providing clear and accessible public information regarding how to obtain voter identification helps promote civic participation and reduces confusion among voters; and

WHEREAS, the Board of Commissioners finds that providing neutral educational materials explaining how to obtain voter identification may assist residents in navigating voting requirements and accessing available resources; and

WHEREAS, Fulton County facilities that regularly serve members of the public provide appropriate locations for distributing general informational notices concerning public services and civic participation resources;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs that each public facing Fulton County facility, as determined effective by Voter Education and Outreach, shall display a standardized informational notice providing guidance on how residents may obtain valid voter identification; and

BE IT FURTHER RESOLVED, that such notification shall include a Quick Response (QR) code linking to the most current voter identification information available on the Fulton County website; and

BE IT FURTHER RESOLVED, that the County Manager or designee, in coordination with appropriate County departments, shall ensure the creation, distribution, and maintenance of standardized information postings consistent with this Resolution; and

BE IT FURTHER RESOLVED, the departments responsible for public facing facilities shall ensure that such notices remain visible and accessible to the public and are updated as necessary to reflect current information; and

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be construed to advocate for or against any political party, candidate, or ballot measure, and the

purpose of this Resolution is solely to provide public information regarding voter identification requirements and resources; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Bridget Thorne, Commissioner
(District 1)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

81 Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0121 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of the Fulton County Board of Commissioners to establish standing committees; and for other purposes. **(Ivory)**

A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO ESTABLISH STANDING COMMITTEES; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Fulton County Code Sec. 101-61, the Board of Commissioners of Fulton County ("BOC") conducts two regularly scheduled meetings each month; and

WHEREAS, during said meetings, the BOC conducts official business of the County, including, but not limited to, voting on agenda items containing proposed ordinances, resolutions, contract matters, expenditure of County funds, and new and revised policies; and

WHEREAS, the BOC has not established standing committees for the purpose of reviewing and making recommendations about proposed agenda items prior to submission to the full BOC; and

WHEREAS, the BOC believes that standing committees with specific focus areas are necessary so that commissioners can collaborate on proposed agenda items within those focus areas prior to their submission to the full BOC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Fulton County hereby adopts a resolution establishing standing committees to be codified as follows:

Standing committees established.

(a) There are established the following standing committees, consisting of at least four (4) but no more than five (5) commissioners with jurisdiction over specific areas as to be further described:
  (1) Committee on Justice and Safety
  (2) Committee on Registration and Elections
  (3) Committee on County Budget
  (4) Committee on Health and Human Services
  (5) Committee on Animal Services
  (6) Committee on Rules

(7) Committee on Arts & Libraries

Appointment; term; vacancy.

(a) The chairman of the board of commissioners shall annually at the first meeting of the commission each year recommend standing committee assignments including the chair of such committees, which shall be voted on and determined by a supermajority of the board of commissioners (5 members).
(b) All appointments to a standing committee shall be for the calendar year of appointment.
(c) Should a vacancy occur in any standing committee for any reason, the replacement shall be appointed in the same manner as above at the next regular meeting of the commission.
(d) Each committee shall elect its own vice-chair.

Meetings of the standing committees.

(a) Standing committee meetings shall be open to the public and conducted in accordance with the Georgia Open Meetings Act. Notices of meetings and creation and publication of agendas shall be in accordance with state law. Meeting minutes shall be created, maintained and adopted in accordance with state law.
(b) Each standing committee shall regularly meet in the Fulton County Government Center not less than once each month based on a schedule to be determined by the committee in January of each year.
(c) The meetings of the standing committees shall be accessible in the same manner as meetings of the board of commissioners.
(d) A quorum, which shall be three (3) assigned members, must be present for any official business, policy, or public matter of the standing committee is formulated, presented, discussed, or voted upon.
(e) Parliamentary rules governing meetings of the board of commissioners shall apply in meetings of the standing committees.
(f) Rules of decorum for the board of commissioners shall govern the standing committees; however, before the imposition of penalties as provided in Code Section 101-68(d), violators shall be afforded notice and an opportunity to respond to the full board of commissioners as provided in Code Section 101-68(b)(2)(e).
(g) Public comment shall be permitted at standing committee meetings in the same manner as meetings of the board of commissioners except that public comment shall be limited to thirty (30) minutes and may not be extended.

Actions of the standing committees.

(a) It shall be the duty of each committee chair to take all steps necessary to cause a vote on any official business, policy, or public matter of the standing

committee and to forward the results to the board of commissioners prior to the same item being presented for a full vote of the board of commissioners.

(b) The affirmative vote of at least three (3) assigned members shall be required for official action of a standing committee.

Jurisdiction of each standing committee.

(a) Each of the standing committees may on an annual basis and subject to any controlling law, conduct a review of the department/agencies over which it has jurisdiction. Such review may include, but not be limited to review of the following: management objectives, cost control mechanisms (i.e., financial-related audits, compliance audits, contractor/vendor audits, electronic data processing audits, performance audits and other special audits as needed, including audits conducted by the County Auditor or an external auditor), employee performance appraisals, and other areas that may be of concern. The standing committees shall have jurisdiction as follows:

(1) Committee on Justice and Safety

a. Agencies:
    1. Police
    2. Emergency Services (E-911)
    3. Marshal
    4. Medical Examiner
    5. Atlanta-Fulton County Emergency Management (AFCEMA)
    6. Child Attorney
b. The public safety, generally.
c. Code enforcement.
d. All matters pertaining to court operations and administration, and funding of the courts, including their personnel costs and judges' salaries, supplements and locality pay.
e. All matters pertaining to the Fulton County Jail.
f. All matters pertaining to drafting, implementation and supervision of all penal ordinances of Fulton County.
g. The composition and funding of the offices of the public defender and district attorney in the Atlanta Judicial Circuit.
h. All Fulton County contracts pertaining to the subjects or agencies under the jurisdiction of this committee.

(2) Committee on Registration and Elections

a. Agencies:
    1. Registration & Elections
b. Matters pertaining to voter registration and elections in Fulton County, generally.
c. All Fulton County contracts pertaining to the subjects or agencies under the jurisdiction of this committee.

(3) Committee on Budget

a. Agencies:

1. Finance
2. Tax Assessors
3. Purchasing & Contract Compliance

b. Matters pertaining to the budget of Fulton County, including, but not limited to expenditures, debt management, and capital budgeting.
c. All matters pertaining to the administration of taxing ordinances and to public revenue.
d. All Fulton County contracts pertaining to the subjects or agencies under the jurisdiction of this committee.

(4) Committee on Health and Human Services

a. Agencies:
1. HIV Elimination
2. Senior Services
3. Public Works
4. Select Fulton/Workforce Development
5. Community Development
6. Behavioral Health & Developmental Disabilities

b. All matters pertaining to health, education and welfare of Fulton County citizens.
c. All Fulton County contracts pertaining to the subjects or agencies under the jurisdiction of this committee.

(5) Committee on Animal Services

a. Agencies:
1. Atlanta-Fulton County Emergency Management (AFCEMA)
2. Police

b. All matters pertaining to operation of animal shelter for homeless animals, pet adoption services, and enforcement of animal control laws.
c. All Fulton County contracts pertaining to the subjects or agencies under the jurisdiction of this committee.

(6) Committee on Rules

a. Agencies:
1. Clerk to the Commission
2. Board of Ethics

b. All appointments of the full board of commissioners.
c. All questions pertaining to rules on conflicts of interest, nepotism and commissioners' standards of conduct.
d. The revision, codification and clarification of all ordinances, and examination of all proposed ordinances and resolutions as to their clarity.
e. The rules of the board of commissioners and any modifications thereof.
f. The conduct, decorum and good repute of county commissioners while conducting meetings.

(7) Committee on Arts and Libraries

a. Agencies:
   1. Arts and Culture
   2. Library
b. All operations of libraries, art centers and related programs.
c. All Fulton County contracts pertaining to the subjects or agencies under the jurisdiction of this committee.

BE IT FURTHER RESOLVED that the Clerk to the Commission, with the assistance of the County Attorney, shall take all steps necessary to codify this legislation in the Fulton County Code.

BE IT FINALLY RESOLVED that all resolutions and ordinances or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this ____ day of _____, 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Moraima Ivory, Commissioner
District 4

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0122 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of the Fulton County Board of Commissioners directing the County Manager to procure a third-party independent contractor to complete a comprehensive audit of the Fulton County budget for 2026; and for other purposes. **(Ivory)**

A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS DIRECTING THE COUNTY MANAGER TO PROCURE A THIRD-PARTY INDEPENDENT CONTRACTOR TO COMPLETE A COMPREHENSIVE AUDIT OF THE FULTON COUNTY BUDGET FOR 2026; AND FOR OTHER PURPOSES.

WHEREAS, on January 21, 2025, the Fulton County Board of Commissioners adopted a budget for fiscal year 2026 with total expenditures greater than $1 billion; and

WHEREAS, Fulton County's financial operations are highly complex, spanning several funds and including debt service for numerous obligations; and

WHEREAS, fiscal transparency and accountability should be a top priority for the Fulton County Board of Commissioners and all County Leadership; and

WHEREAS, the Fulton County Board of Commissioners desires that Fulton County ensure strict compliance with legal requirements and meet and exceed the highest expectations for efficiency; and

WHEREAS, Fulton County currently publishes certain audits, reports and financial data, including the Annual Comprehensive Financial Report (ACFR), that account for its spending, debt service, and investments; and

WHEREAS, expanding on the detail provided in Fulton County's audits, reports and financial data would increase public confidence that Fulton County funds are being collected, invested, and spent in the most efficient way possible.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is directed to procure a third-party independent contractor to complete a single-year comprehensive audit of the entire Fulton County budget for 2026 in a format similar to the Annual Comprehensive Financial Report.

BE IT FURTHER RESOLVED, that the single-year comprehensive audit will review and report on, among other things, the following:

1) For any line item that exceeds $1,000,000.00 (One Million Dollars), a detailed breakdown of all individual elements or expenditures that comprise that line item; and

2) A review of all travel expenses by all departments.

BE IT FURTHER RESOLVED, that the County Manager is directed to post the procurement opportunity for the single-year comprehensive audit no later than September 1, 2026, with the target that proposals will be received and the vendor selected by the end of 2026.

BE IT FURTHER RESOLVED, that the County Manager shall provide periodic updates to the Fulton County Board of Commissioners regarding progress on the directives given herein.

BE IT FURTHER RESOLVED, that the Department of Finance shall cooperate fully with the County Manager and any contractor selected in furtherance of the directives given herein.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this 4th day of March, 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Moraima Ivory, Commissioner
District 4

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0123 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to reallocate at least two percent of the fiscal year 2026 budget towards expenditures related to the establishment of new hospital facilities in Atlanta and South Fulton; and for other purposes. **(Ivory)**

A RESOLUTION TO REALLOCATE AT LEAST TWO PERCENT OF THE FISCAL YEAR 2026 BUDGET TOWARDS EXPENDITURES RELATED TO THE ESTABLISHMENT OF NEW HOSPITAL FACILITIES IN ATLANTA AND SOUTH FULTON; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County Board of Commissioners has the power to adopt reasonable ordinances, resolutions, or regulations relating to Fulton County's property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the state constitution or any local law applicable thereto; and

WHEREAS, the Fulton County Board of Commissioners is the governing authority of Fulton County, Georgia, and is responsible for adopting and administering the County's annual budget and allocating public funds for the health, safety, and welfare of County residents; and

WHEREAS, Grady Health System is constructing a new freestanding emergency room in South Fulton, which is anticipated to open in Fall 2026; and

WHEREAS, the Atlanta Medical Center closed four years ago, and the gap created by the loss of that hospital has still not been solved; and

WHEREAS, public reports and ongoing discussions indicate that additional hospital facilities may be planned or considered within the City of Atlanta; and

WHEREAS, while the construction of the freestanding emergency department in South Fulton and potential hospital development within the City of Atlanta represents important expansions of regional healthcare capacity, significant geographic areas within South Fulton remain without proximate emergency medical facilities; and

WHEREAS, the Board of Commissioners recognizes that residents located between Union City and Atlanta may continue to experience limited access to

emergency medical options, resulting in increased travel times and potential strain on existing facilities; and

WHEREAS, the Board of Commissioners desires to proactively prepare for both current and anticipated healthcare developments while also identifying strategies to address existing service gaps within the southern part of Fulton County to ensure more equitable access to emergency care; and

WHEREAS, the Board of Commissioners finds that reserving funding within the Fiscal Year 2026 budget will allow the County to participate in or support expenditures associated with planning, development, or implementation efforts related to such hospital projects; and

WHEREAS, the Board of Commissioners desires to ensure that sufficient financial resources are identified and reserved in advance to support healthcare infrastructure investments as opportunities arise;

NOW, THEREFORE, BE IT RESOLVED, that for Fiscal Year 2026, the Board of Commissioners authorizes a reallocation of at least two percent of the Fiscal Year 2026 Budget toward expenditures related to the establishment of new hospitals in Atlanta and South Fulton.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby directs the County Manager or his designee to propose budgets in upcoming fiscal years that will include at least a two percent budget allocation towards expenditures related to the establishment of new hospitals in Atlanta and South Fulton.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Mo Ivory, Commissioner
(District 4)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

82 Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0124 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an urging Resolution urging the Georgia General Assembly not to enact legislation eliminating property taxes as a source of local government revenue; and for other purposes. **(Ivory)**

AN URGING RESOLUTION URGING THE GEORGIA GENERAL ASSEMBLY NOT TO ENACT LEGISLATION ELIMINATING PROPERTY TAXES AS A SOURCE OF LOCAL GOVERNMENT REVENUE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County Board of Commissioners has the power to adopt clearly reasonable ordinances, resolutions, or regulations relating to Fulton County's property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the state constitution or any local law applicable thereto; and

WHEREAS, the Fulton County Board of Commissioners is the duly elected governing authority of Fulton County, Georgia, responsible for providing essential public services to County residents; and

WHEREAS, property tax revenue constitutes a primary and stable source of funding for county operations and services, including but not limited to public safety, courts, infrastructure, public health, and general government functions; and

WHEREAS, proposals have been introduced in the Georgia General Assembly, specifically the HOME Act, constitutional amendment HR 1114 and its companion bill HB 1116, which significantly reduce property taxes on homestead properties; and

WHEREAS, approximately eighty percent (80%) of Fulton County's annual revenue is derived from property tax collections, making such revenue essential to the County's fiscal stability and operational capacity; and

WHEREAS, the County relies upon property tax revenues to fund mandated services and to maintain continuity of critical services relied upon daily by Fulton County residents; and

WHEREAS, the elimination of property taxes without an equivalent and reliable replacement funding mechanism would significantly impair the County's ability to provide essential services responsive to local community needs; and

WHEREAS, local governments are best positioned to determine appropriate revenue structures necessary to provide services responsive to community needs; and

WHEREAS, the Fulton County Board of Commissioners finds that preserving local revenue authority is essential to maintaining fiscal stability and protecting the health, safety, and welfare of County residents;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby urges the Georgia General Assembly to refrain from enacting legislation that would eliminate property taxes as a source of revenue for local governments; and

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners respectfully requests that the Georgia General Assembly fully consider the fiscal impacts such legislation would have on counties and their ability to provide essential public services; and

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners supports maintaining local government authority to utilize property taxes as a necessary and reliable funding mechanism to sustain county operations and services; and

BE IT FURTHER RESOLVED, that the Clerk to the Board of Commissioners is directed to transmit a copy of this Resolution to the members of the Fulton County legislative delegation and to the leadership of the Georgia House of Representatives and Senate; and

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Mo Ivory, Commissioner
(District 4)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0125 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to direct the County Manager and the Department of Finance to coordinate with the Sheriff's Office, the District Attorney's Office, and the Office of the Solicitor-General to develop a plan for intake level diversion screening at the Rice Street Jail; and for other purposes. **(Ivory)**

A RESOLUTION TO DIRECT THE COUNTY MANAGER AND THE DEPARTMENT OF FINANCE TO COORDINATE WITH THE SHERIFF'S OFFICE, THE DISTRICT ATTORNEY'S OFFICE, AND THE OFFICE OF THE SOLICITOR-GENERAL TO DEVELOP A PLAN FOR INTAKE LEVEL DIVERSION SCREENING AT THE RICE STREET JAIL; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners is responsible for appropriating County funds to support the effective administration of justice and the operation of the criminal justice system within Fulton County; and

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of efficient intake procedures within the County jail system to ensure that individuals entering custody are appropriately assessed based on the charges for which they are being detained; and

WHEREAS, diversion programs provide alternatives to traditional prosecution for eligible individuals and may promote more efficient case processing while conserving judicial and correctional resources; and

WHEREAS, early identification of individuals eligible for diversion programs prior to completion of the jail intake process may reduce unnecessary detention time and improve coordination among criminal justice partners; and

WHEREAS, the Board of Commissioners recognizes effective implementation of intake level screening for diversion requires collaboration among the County Manager's Office, the Department of Finance, the Sheriff's Office, the District Attorney's Office, and the Office of the Solicitor-General; and

WHEREAS, the Board of Commissioners finds that a coordinated planning process is necessary to evaluate operational needs, interagency responsibilities, and fiscal considerations before implementing an intake based diversion screening initiative;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners urges and directs the County Manager, in coordination with the Department of Finance, to work collaboratively with the Sheriff's Office, the District Attorney's Office, and the Office of the Solicitor-General to develop a comprehensive plan to establish staffing at the Rice Street Jail intake facility to address charges and redirect eligible individuals to diversion programs prior to completion of the booking process; and

BE IT FURTHER RESOLVED, that such plan shall include operational procedures, staffing recommendations, legal considerations, interagency coordination protocols, and projected fiscal impacts; and

BE IT FURTHER RESOLVED, that the County Manager Shall present the proposed implementation plan to the Board of Commissioners no later than the first regular meeting of the Board of Commissioners in June; and

BE IT FURTHER RESOLVED, that a finalized proposed budget associated with the recommended plan shall be presented to the Board of Commissioners no later than the second regular meeting of the Board of Commissioners in July; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Mo Ivory, Commissioner
(District 4)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0126 **Meeting Date:** 3/4/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution authorizing Fulton County, Georgia to appropriate funds received by the County to the Atlanta Fulton County Recreation Authority for capital purposes at Zoo Atlanta; and for other related purposes. **(Ivory)**

A RESOLUTION AUTHORIZING FULTON COUNTY, GEORGIA TO APPROPRIATE FUNDS RECEIVED BY THE COUNTY TO THE ATLANTA FULTON COUNTY RECREATION AUTHORITY FOR CAPITAL PURPOSES AT ZOO ATLANTA; AND FOR OTHER RELATED PURPOSES.

WHEREAS, Fulton County, Georgia (the "**County**") is a political subdivision of the State of Georgia, existing as such under and by the Constitution, statutes, and laws of the State of Georgia; and

WHEREAS, the City of Atlanta (the "**City**"), the County, and the City of Atlanta and Fulton County Recreation Authority (the "**Authority**") and Atlanta Fulton County Zoo, Inc. (the "**Zoo Operator**") all play a vital role in the successful operation of the Atlanta Zoo ("**Zoo Atlanta**"); and

WHEREAS the City owns Grant Park and Zoo Atlanta located therein and has granted two separate leaseholds for the Zoo Atlanta facilities (the "**Zoo Facilities**") to the Authority, consisting of: (i) the main Zoo Atlanta facilities located on 36.42 acres (the "**Main Zoo Facilities**"), which is leased to the Authority pursuant to the Governmental Agreement Regarding the Atlanta Zoo, dated as of June 1, 2007, as amended by the First Amendment to Governmental Agreement Regarding the Atlanta Zoo, dated as of January 25, 2010, the Second Amendment to Governmental Agreement Regarding the Atlanta Zoo, dated as of April 1, 2015, and the Third Amendment to Governmental Agreement Regarding the Atlanta Zoo, dated as of December 29, 2017 (collectively, the " **Main Zoo Governmental Agreement**"), and (ii) the approximately 29,800 square foot Atlanta Cyclorama Building (the "**Cyclorama Building**"), which sits on approximately 1.839 acres and approximately 3.0 acres of additional adjacent land (such land and the Cyclorama Building, together, the "**Cyclorama Premises**"), which is leased to the Authority pursuant to the Intergovernmental Agreement Regarding the Atlanta Cyclorama Building, dated December 29, 2017 (the "**Cyclorama Governmental Agreement**"); and

WHEREAS, the Authority has caused the Zoo Facilities to be operated by the Zoo Operator pursuant to (i) an Operating Agreement for Zoo Atlanta dated as of June 1, 2007 (the "**Main Zoo Operating Agreement**") between the Authority and the Zoo Operator, with regard to the Main Zoo Facilities, and (ii) a Sublease Agreement dated as of December 29, 2017, as amended (the "**Cyclorama Sublease**") between the Authority and the Zoo Operator, with regard to the Cyclorama Premises; and

WHEREAS, pursuant to the Main Zoo Operating Agreement, the Zoo Operator agreed that if Zoo Atlanta attendance exceeds 900,000 in any given year (the "**Attendance Threshold**"), payments shall be made to the Authority to contribute toward principal and interest (the "**Debt Service Contribution**") due in respect of the "City of Atlanta and Fulton County Recreation Authority Taxable Revenue Bonds, Zoo Series 2007A" and "City of Atlanta and Fulton County Recreation Authority Taxable Revenue Bonds, Zoo Series 2007B" (the "**Series 2007 Bonds**"), and to fund a renewal and extension fund for Zoo Atlanta (the "**R&E Fund Contribution**", together with the Debt Service Contribution, the "**Zoo Financial Contribution**"); and

WHEREAS, in addition to the Zoo Financial Fund Contribution, the Zoo Operator also agreed to contribute certain additional payments of $136,000 per year, pursuant to the Side Letter Agreement dated November 2019 between the Authority and the Zoo Operator, to fund additions, extension, renewals, replacements or repairs to the Cyclorama Premises (the "**Cyclorama R&E Fund Contribution**"), which payments were made in the years 2020, 2021 and 2022 and deposited into the R&E Fund; and

WHEREAS, the Zoo Operator exceeded the Attendance Threshold in the years 2016, 2017, and 2019 and as a result, made the required R&E Fund Contributions to the R&E Fund in the amount of $140,615.17, which together with the three Cyclorama R&E Fund Contributions and interest thereon, resulted in a fund balance in November 2023 of $583,310.78; and

WHEREAS, the Series 2007 Bonds were issued pursuant to that certain resolution of the Authority adopted on May 9, 2007, as confirmed within certain pricing parameters on May 31, 2007 (the "**2007 Resolution**"); and

WHEREAS, the Series 2007 Bonds were paid in full on December 1, 2022; and

WHEREAS, pursuant to Section 4.12 of the 2007 Resolution, upon the payment in full of the 2007 Bonds, 3/4ths of money remaining in any funds created under the 2007 Resolution were to be paid to the City, with the remainder to the County; and

WHEREAS, in November of 2023, Regions Bank, as custodian and paying agent for the 2007 Bonds, upon full satisfaction of the Series 2007 Bonds, distributed the $583,310.78 R&E Fund Balance, respectively, $437,363.72 to the City and $145,947.06 to the County (the "**R&E Fund Distribution**"); and

WHEREAS, the County received $145,947.06 (the "**County Portion**") on or about November 2023, $108,585 of which constituted a Cyclorama R&E Fund Contribution, and deposited the same into its general fund; and

WHEREAS, the Authority has established an escrow with two separate accounts to deposit the relevant portions of the County Portion (as provided for below); and

WHEREAS, the Zoo Operator will submit a requisition to the Authority to receive payment for eligible capital improvements at the Main Zoo Facilities and the Cyclorama Premises, as applicable; and

WHEREAS, at the request of the Zoo Operator, the County has determined that capital needs exist at Zoo Atlanta and desires to appropriate the County Portion; and

NOW THEREFORE BE IT RESOLVED, that Fulton County pay to the Authority the County Portion to be held by the Authority for the capital purposes until submission of a requisition by the Zoo Operator to the Authority, as required by the above agreements as soon as reasonably possible; and

BE IT FURTHER RESOLVED, that Fulton County will communicate this action taken by Fulton County to the City of Atlanta Department of Finance for its consideration to proceed

with the City's return of its portion of the R&E Fund Distribution.

SO PASSED AND ADOPTED, this 4th day of March, 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Commissioner Mo Ivory
District 4

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0128 **Meeting Date:** 3/4/2026

Department
External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation: 2026 Legislative Session Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approve presentation

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected

All Districts	☒
District 1	☐
District 2	☐
District 3	☐
District 4	☐
District 5	☐
District 6	☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Presentation of 2026 Legislative Session Update

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 26-0128 **Meeting Date:** 3/4/2026

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a