



**QUOTATION FOR SMALL PURCHASE (QSP)  
HADDC - 2012 - 011  
SECURITY SERVICES FOR HOUSING CHOICE VOUCHER LOBBY**

**Prepared by:  
Department of Procurement  
of  
The Housing Authority of DeKalb County  
750 Commerce Drive, Suite 201  
Decatur, GA 30030**

**Executive Director ..... Eugene P. Walker, Jr.**



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This Quotation for Small Purchase contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive bid. Individuals are required to send confirmation of receipt of the downloaded proposal package to [jlt@dekalbhousing.org](mailto:jlt@dekalbhousing.org) and it is the responsibility of the firm to periodically visit the website to retrieve any Addenda that may have been issued during this solicitation.

**PROCEDURE: Bidders must submit proposed pricing where provided on the bid form only. The HADC will accept the proposed pricing in person, email or by mail delivery only. The HADC will NOT accept proposed pricing verbally or by telephone.**

**GENERAL OVERVIEW:** The Housing Authority of DeKalb County (HADC) is seeking price quotes from qualified entities that demonstrate professional competence and experience in providing security services.

Prospective bidders desiring any explanation or interpretation of the solicitation must submit such in writing to the attention of “Jan Towe” at [jlt@dekalbhousing.org](mailto:jlt@dekalbhousing.org).

Deadline for submission is July 27, 2012 at 2:00 p.m.

Submission will be evaluated on the criteria stated in the QSP. After evaluation of the responses, the contract will be awarded to the responsive and responsible bidder that submits the lowest cost.

HADC and its affiliated entities reserve the right to reject any and all submissions.



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Notice: Contact with members of the HADC Board of Commissioners, or HADC officers and employees other than the contact person shown above, by any prospective bidder(s), after publication of the quote and prior to the execution of a contract with the successful bidder(s) could result in disqualification of your proposal. In fairness to any prospective bidder(s) during the quote process, if HADC meets in-person with anyone representing a potential provider of these services to discuss this quote other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no bidder has a competitive advantage over another. This does not include meetings required to conduct business not related to the quote, or possible personal presentations after written qualifications have been received and evaluated.

THE HOUSING AUTHORITY OF DEKALB COUNTY

By: \_\_\_\_\_  
Eugene P. Walker, Jr.  
Executive Director



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- 1.0 **HADC CONTACT:** All questions must be directed in writing to Jan Towe, Procurement Specialist, at [jlt@dekalbhousing.org](mailto:jlt@dekalbhousing.org).
- 2.0 **APPLICABILITY:** By submitting a quote to the HADC, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, HUD form *Table 5.1, Mandatory Contract Clauses for Small Purchase Other than Construction*, which is attached hereto.
- 3.0 **HADC RESERVATION OF RIGHTS:** The HADC reserves the right to:
  - 3.1 Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the HADC to be in the best interest of the HADC;
  - 3.2 Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful bidder;
  - 3.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this QSP;
  - 3.4 Reject and not consider any quote that does not, in the opinion of the Procurement Department, meet the requirements of this QSP, including but not necessarily limited to, incomplete quotes offering alternate (not including "or equal" items) or non-requested items or services.
- 4.0 **BIDDER'S RESPONSIBILITY:** Each bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the HADC website.
- 5.0 **DEADLINE:** Each bidder shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. As this is an informal solicitation process, the HADC reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the Procurement Department, it is in



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the best interest of the HADC to do so.

- 6.0 **HOLD PRICES/NON-ESCALATION:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each bidder thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.
- 6.1 **AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the Procurement Department, award shall be made to the responsive and responsible bidder that submits the lowest cost.
- 7.0 **PURCHASE ORDER (PO):** The HADC may procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a quote, the successful bidder thereby agrees to confirm receipt of the PO in the manner directed by the HADC.
- 8.0 **INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HADC, may invalidate the quote submitted. Furthermore, the HADC shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 9.0 **QUOTE COSTS:** There shall be no obligation for the HADC to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this QSP.
- 10.0 **ASSIGNMENT OF PERSONNEL:** The HADC shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the HADC if the HADC believes that such change is in the best interest of the HADC and the completion of the work or provision of the items.
- 11.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the



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ensuing PO or contract) without the prior written consent of the Procurement Department. Any purported assignment of interest or delegation of duty, without the prior written consent of the HADC Contracting Officer (CO) shall be void and may result in the cancellation of the PO or the contract with the HADC.

**12.0 LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but not as a part of the quote submission) the successful bidder(s) will be required to provide:

**12.1** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;

**12.2** An original certificate evidencing general liability coverage, naming the HADC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HADC as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

**12.3** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;

**12.4** A copy of the bidder's business license;

**13.0 DOCUMENTS THAT APPLY TO THIS QSP (PLEASE NOTE):** The following Section 13.4 only applies to this QSP and the ensuing award if the successful bidder will provide any work.

**13.1** This Quotation for Small Purchase (QSP) document;



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- 13.2 HUD form *Table 5.1, Mandatory Contract Clauses for Small Purchase Other than Construction* (attached);
  - 13.3 HADC Form of Quote (attached);
  - 13.4 HADC form, *Section 3 Clause: A copy of 24 CFR 135, commonly known as Section 3 (included by reference; a copy will be delivered by the HADC to any firm upon submission to the CO of a written request for such). The successful bidder hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If a bidder chooses to certify as a Section 3 bidder, he/she shall receive the preference noted therein. In any case, the successful bidder shall be required to, as detailed therein, "to the greatest extent feasible provide economic opportunities to low-and very-low income persons," meaning, if the successful bidder must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons* (attached);
  - 13.5 HUD form 50070, *Certification for a Drug-Free Workplace* (attached);
  - 13.6 HUD form 2992, *Certification Regarding Debarment and Suspension* (attached);
  - 13.7 E-Verify, *Contractor Affidavit under O.C.G.A 13-10-91 (b) (1)* (attached);
  - 13.8 The HADC reserves the right to require the successful bidder to utilize any form required by HUD to complete the required work and by submitting his/her quote each contractor agrees to do so at no additional charge.
- 14.0 Technical Specifications or Statement of Work (SOW) that applies to this QSP:
- 14.1 **Required Services:** The Housing Authority of DeKalb County requires security services for the Housing Choice Voucher main lobby located at the HADC Central Office. This property requires security patrol during the day to discourage any criminal activity around the location and provide security to the families visiting the office. These services must include one (1) unarmed security guard to patrol throughout the day.



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**14.2 Hours of Service:** Services are to be provided on a continual basis in the HCV lobby, Monday through Friday (excluding holidays), for a total of 8 hours per day. The HADC reserves the right to increase or decrease the number of guards and degree of security by providing a 7-day notice. The contract for security services may be revised to increase or decrease the amount of service to meet the needs of the HADC from time-to-time.

**14.2.1 Holidays for 2012:** January 1<sup>st</sup> & 16<sup>th</sup>, February 20<sup>th</sup>, May 28<sup>th</sup>, July 4<sup>th</sup>, September 3<sup>rd</sup>, November 12<sup>th</sup>, 22<sup>nd</sup>, & 23<sup>rd</sup>, December 24<sup>th</sup> & 25<sup>th</sup>.

**14.3 Site Location:** The Housing Authority of DeKalb County, Housing Choice Voucher main lobby is located in the HADC Central Office, 750 Commerce Dr., Suite 200, Decatur, Ga. 30030.

**14.4 Emergency Contact Information:** The security firm shall provide the CO with the cell phone number (or radio) of all security guards who may be on duty for emergency assistance purposes. This information must be updated on a continual basis as new security guards are assigned and rotated. All security guards assigned to HADC must be insurable, have no criminal record, passed drug-screening tests and received supportive reference checks as conducted by the Security Firm.

**14.5 Site Visitation.** Bidders are required to visit the site prior to submitting a bid.

**14.6 General Duties:**

**14.6.1** The security guard must be uniformed and unarmed;

**14.6.2** The security guard must have a radio or cell phone for communication;

**14.6.3** The security guard is expected to stay on-site at all times during the day;

**14.6.4** A daily log must be maintained and turned into management each morning;





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- 14.6.5 The security guard shall call the police for all incidents;
- 14.6.6 The security guard will arrest and/or detain persons observed committing a crime and hold for the police;
- 14.6.7 The security guard must appear and testify in court when necessary.

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Form of Quote			
Quantity	Description	Hourly Rate	Total (249 days/1992 hours)
1	Unarmed Security Guard		

Each bidder shall submit his/her quote on this form only, which shall be completed and returned to the HADC as detailed herein.

In submitting this bid, it is understood that the right is reserved by the HADC to reject any and all bids. If written notice of the acceptance of this bid is mailed, emailed or delivered to the undersigned within sixty (60) days after the bids are opened, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certificate(s) and compliance documents within ten (10) days after notification of award.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 10C.

**PAYMENT**

Payment is net 30 days from receipt. No exceptions.

Completed By:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address: (Street, City, State, Zip)

\_\_\_\_\_  
Contact Number

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



## THE SECTION 3 CLAUSE

[24 CFR 135]

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

B. The parties to this contract agree to comply with HUD's regulation in CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

F. Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section (7b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I have read the above information and am fully aware of its contents.

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

TO: HOUSING AUTHORITY OF THE COUNTY OF DEKALB

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official		Title	
Signature		Date	
X			

TO BE SUBMITTED WITH BID PROPOSAL

form HUD-50070 (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

# Certification Regarding Debarment and Suspension

TO: HOUSING AUTHORITY OF THE COUNTY OF DEKALB

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title





**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Agency 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). The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number:

Date of Authorization:

Name of Contractor:

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

Executed on \_\_\_\_\_, 2012 in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
MY COMMISSION EXPIRES