

BOC approved
April 19, 2016



MEMORANDUM OF UNDERSTANDING

BETWEEN

NEWTON COUNTY, GEORGIA

AND

ACTION MINISTRIES, INC.

This Memorandum of Understanding (“Agreement”) is entered into by and among Newton County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Newton County (“Newton County” or the “County”), and Action Ministries, Inc., a Georgia nonprofit corporation having its principal place of business at 17 Executive Park Dr. NE, Suite 540, Atlanta, GA 30329-2220 (“Action Ministries”).

WHEREAS, the Georgia Constitution authorizes Newton County to provide public health services to its residents (Ga. Const., Art. 9, Section 2, Para. 3);

WHEREAS, Georgia statutes authorize the Georgia Department of Human Services to distribute federal Community Services Block Grant funds to assist local communities in meeting the needs of their citizens (O.C.G.A. § 49-8-1 *et seq.*);

WHEREAS, Newton County has obtained Community Service Block Grant funding from the Georgia Department of Human Services for the purpose of providing nutritional assistance to low-income members of the community;

WHEREAS, Action Ministries coordinates a hunger relief network serving Newton County residents and in this capacity is a vendor able to provide appropriate services to Newton County; and

WHEREAS, Newton County has determined that supporting Action Ministries’ hunger relief efforts with Community Services Block Grant funds would advance Newton County’s goal of alleviating conditions of hunger and malnutrition in the County;

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

I. Term

This Agreement shall govern the performance of the parties from the last-dated execution of this Agreement (the “Effective Date”) through September 30, 2016 (the “Term” of the Agreement), unless earlier terminated in accordance with this Agreement.

II. Contract Documents

This Agreement and the following named Exhibits, attached hereto and incorporated herein by reference, constitute the “Contract Documents”:

- A. This Agreement
- B. Grant Contract between County and Georgia Department of Human Services, attached hereto as Exhibit “A”
- C. Contractor Affidavit and Agreement, attached hereto as Exhibit “B”
- D. Subcontractor Affidavit, attached hereto as Exhibit “C”

To the extent that there may be any conflict among the Contract Documents, the provisions of this Agreement shall govern.

III. Scope of Services

A. Services.

1. **Food Boxes.** During the term of this Agreement, Action Ministries shall prepare and deliver a total of 5,000 Feed the Hungry food boxes at a cost of \$10 per box. Each box shall consist of 18 lbs of nonperishable food staples. Newton County shall specify the number of boxes to prepare each month, along with any instructions related to distribution of the boxes. Subject to instructions received from the County, Action Ministries shall be responsible for distribution at dates and times selected by it to best serve the needs of Newton County residents. With input from Newton County, Action Ministries will gather the necessary demographic information on the individuals/families receiving the boxes. All demographic information will be shared with Newton County on a monthly basis.

Weekend Meal Kits.

During the term of this Agreement, Action Ministries shall prepare 3,900 weekend meal kits (SuperPacks) at a cost of \$3 per kit. Each SuperPack shall consist of child friendly, nutritious, food—enough to sustain a child for six meals, plus snacks. Newton County shall specify the number of SuperPacks to prepare each month, along with any instructions related to distribution of the kits. Subject to instructions received from the County, Action Ministries shall be responsible for delivery of the SuperPacks to Newton County schools for distribution, and shall coordinate with schools to identify proper recipients of such kits. Action Ministries will ensure that SuperPacks are delivered to Newton County schools that are located across all five BOC Districts. With input from Newton County, Action Ministries, through the schools, will gather the necessary demographic information on the children receiving the SuperPacks. All demographic information will be shared with Newton County on a monthly basis.

2. **General Criteria for Distribution.** The food boxes and weekend meal kits shall be distributed to benefit lower-income populations and underserved areas in Newton County, with an emphasis on those whose gross household income does not exceed

125% of the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services (HHS).

B. Prior Approval for Changes. Action Ministries may not make any changes, directly or indirectly, in program design or in the Scope of Services without the prior written approval of Newton County.

C. Residency Confirmation and Demographic Reporting.

1. Food Boxes. In connection with distribution of Food Boxes, Action Ministries shall perform all of the following administrative functions:
 - i. Confirm that all recipients are residents of Newton County. This confirmation shall be done by viewing state-issued identification cards or through an equivalent verification process.
 - ii. Record the number of recipients receiving aid at each distribution location and date.
 - iii. Collect demographic data on all recipients at each distribution location and date, consisting of: (a) sex, (b) race, and (c) age. This information may be obtained by asking recipients to self-identify in these categories, or by a good faith estimate on the part of Action Ministries' staff. Age data shall consist of placement into one of three categories: youth (ages 0-17); adult (ages 18-54); and senior (ages 55 and over).
2. Weekend Meal Kits. In connection with distribution of Weekend Meal Kits, Action Ministries shall perform all of the following administrative functions:
 - i. Obtain from participating schools a list showing the number of recipients receiving aid at each distribution location and date, along with demographic data on all recipients, consisting of: (a) sex, (b) race, and (c) age. Age data shall consist of placement into one of three categories: youth (ages 0-17); adult (ages 18-54); and senior (ages 55 and over).
3. Reporting. Action Ministries shall deliver the above-listed data to the County as a part of each invoice for reimbursement. Data shall be prepared separately for each distribution date and location. No special format is required for the reporting of this data.

IV. Compensation

A. Available Funds. Newton County agrees to provide Action Ministries with assistance from Community Services Block Grant funds in an amount not to exceed \$61,700.00, to be used solely to provide for the Services described in this Agreement. Funds shall not be expended prior to the Effective Date, or after the termination of this Agreement. Newton County shall not be liable for costs incurred in excess of the maximum limits set forth above.

B. Payment.

1. Invoices. On a monthly basis, Action Ministries shall submit a reimbursement invoice to Newton County setting forth the actual expenditures of Action Ministries in accordance with this Agreement. Invoices shall break down expenditures by distribution date and location. Invoices shall be submitted with the demographic data corresponding to each distribution as required by Section III.C.
2. Payment. Newton County shall process invoices for payment within thirty (30) days of submission.

C. Contingency. The payment of funds to Action Ministries under the terms of this Agreement shall be contingent on the receipt of such funds by Newton County from applicable state and federal funding sources and shall be subject to Action Ministries' continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Newton County receives from state and federal funding sources is reduced, Newton County shall promptly notify Action Ministries, and reserves the right to reduce the amount of funds awarded, and the Services requested, under this Agreement.

D. Restrictions. Action Ministries shall use the funds provided under this Agreement solely for the purposes stated in the Scope of Services. Action Ministries is, in addition, specifically prohibited from using any of the provided funding for the following purposes:

1. Purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility;
2. Any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
3. Any publicity or propaganda purposes, for the preparation, distribution or use of any materials or presentations designed to support or defeat legislation pending before the Congress or any State legislature,
4. Paying the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature, before any committee of the Georgia General Assembly or before the Governor of Georgia for approval or veto.
5. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election;
6. Any voter registration activity;
7. Sectarian worship, instruction, or proselytization; or
8. Influencing or attempting to influence an officer or employee of any federal 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.

V. Covenants of Action Ministries

A. Cooperation in Reporting, Monitoring and Evaluation.

1. Information Collection and Reporting. In addition to the specific demographic reporting requirements outlined in the Scope of Services, Action Ministries shall cooperate with Newton County to satisfy all data tracking, cost accounting and other reporting requirements imposed by state or federal law in connection with the grant funding, provided that Newton shall give technical assistance to Action Ministries in complying with such reporting requirements.
2. Monitoring. Action Ministries shall cooperate fully with any monitoring, review, or audit of the activities under this Agreement by authorized representatives of Newton County, the State of Georgia, the United States Health and Human Services Department, the U.S. Government Accountability Office, or the Comptroller General of the United States, including any performance measurement system required by applicable law or funding sources guidelines. Action Ministries agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such monitoring, review or audit.

B. Record Retention and Access.

1. Maintenance of Records. Action Ministries shall, during the Term of this Agreement, maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Agreement. Action Ministries agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement to the extent and in such detail as will properly reflect all payments received under this Agreement. Action Ministries shall retain all relevant records for a period of seven years following the date that Newton County makes the last payment to Action Ministries under this Agreement, or such longer period as may become necessary for the resolution of any extant litigation, claim, negotiation, audit or other inquiry involving this Agreement.
2. Compliance with Georgia Open Records Act. Action Ministries acknowledges that all information collected, assembled, or maintained by Action Ministries pertaining to this Agreement is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to the Agreement subject to and in accordance with the Georgia Open Records Act.

- ### **C. Compliance with Grant Contract and Applicable Laws.**
- Action Ministries shall perform all activities funded by this Agreement in accordance with the Grant Contract between Newton County and the State of Georgia Department of Humans Services (Exhibit “A”), and in accordance with all applicable federal, state and local laws,

including without limitation, the authorizing federal statute for Community Services Block Grants (42 U.S.C. § 9901 *et seq.*), the federal administrative regulations for Community Services Block Grants (45 C.F.R. Part 96), and any other applicable cost principles, fiscal controls accounting standards and audit requirements imposed by state or federal law. Action Ministries further specifically agrees to comply with all of the nondiscrimination requirements, Americans with Disabilities Act requirements, and AIDS/HIV requirements set forth in Paragraphs 104 and 123 of the Grant Contract, and the Publicity requirements set forth in Paragraph 116 of the Grant Contract.

D. Indemnification. Action Ministries shall defend and hold Newton County, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission of Action Ministries, its employees, officers, directors, agents or representatives, or anyone else for whose acts Action Ministries may be responsible, in the performance of Action Ministries' obligations under this Agreement.

E. Survival of Obligations. The obligations set forth in Subsections A-D shall survive the expiration or termination of this Agreement.

F. Insurance. Action Ministries shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Newton County may reasonably require against insurable hazards and casualties that are commonly insured against in the performance of the Services that are to be provided under this Agreement. At a minimum, Action Ministries shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

- Workers' Compensation insurance as required by Georgia law;
- Employer's Liability insurance with a limit of \$1,000,000;
- Commercial General Liability insurance, including personal injury, contractual liability, and property damage, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
- Commercial Automobile Liability (owned, non-owned, hired) insurance with a limit of \$1,000,000 (one million dollars) combined single limit per occurrence.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Newton County as an additional insured with respect to Action Ministries' performance of Services under this Agreement. Action Ministries shall provide Newton County with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement. Insurance coverages that expire before the termination of the Agreement Term shall be promptly renewed by Action Ministries so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Newton County immediately upon renewal. Action Ministries' failure to maintain insurance in the form and/or amounts required by Newton County pursuant to this Agreement shall be deemed a material breach of this Agreement.

- G. Authority to Contract.** Action Ministries covenants and declares that it has obtained all necessary approvals of its board of directors or similar authorities to simultaneously execute and bind Action Ministries to the terms of this Agreement.
- H. Licenses and Permits.** The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement.
- I. Debarment Certification.** Action Ministries certifies by signing Exhibit "D", Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. Action Ministries further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.
- J. Conflicts of Interest.** Action Ministries covenants and agrees that it shall not engage in any activity or conduct that would result in a violation of the Newton County Code of Ethics.
- K. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.**

Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

- (1) Action Ministries shall provide evidence on County-provided forms, attached hereto as Exhibits "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Action Ministries' subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Action Ministries provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Action Ministries hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to County or provided the County with evidence that it is an individual not

required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Action Ministries hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event Action Ministries employs or contracts with any subcontractor(s) in connection with the covered contract, Action Ministries agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Action Ministries agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Action Ministries is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of Action Ministries' and Action Ministries' subcontractors' verification process at any time to determine that the verification was correct and complete. Action Ministries and Action Ministries' subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Action Ministries is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no consultant or subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, Action Ministries and Action Ministries' subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Action Ministries or Action Ministries' subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. Action Ministries' failure to cooperate with the investigation may be sanctioned by termination of the contract, and Action Ministries shall be liable for all damages and delays occasioned by the County thereby.

Action Ministries agrees that the employee-number category designated below is applicable to Action Ministries. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

_____ 500 or more employees.

_____ 100 or more employees.

Fewer than 100 employees.

Action Ministries hereby agrees that, in the event Action Ministries employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Action Ministries will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

L. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Action Ministries agrees that, during performance of this Agreement, Action Ministries, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Action Ministries agrees to comply with all applicable implementing regulations and shall include the provisions of this section in every subcontract for Services contemplated under this Agreement.

VI. Termination. The County shall have the right to terminate this Agreement for convenience or for cause by providing written notice thereof at least ten (10) calendar days in advance of the termination date. Action Ministries shall have no right to terminate this Agreement, except in the event of the County's breach of the terms of this Agreement. Upon termination, the County shall provide for payment to Action Ministries for Services rendered and expenses incurred prior to the termination date.

VII. Miscellaneous Provisions.

A. Notice. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered; or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested.

Notice to the County shall be provided to: Newton County Board of Commissioners, ATTN: Cathy Davis, 1113 Usher Street, Suite 204, Covington, GA 30014.

Notice to Action Ministries shall be provided to: Action Ministries, Inc., ATTN: S. Kelley Henderson, 17 Executive Park Dr, Suite 540, Atlanta, GA 30329

B. Independent Contractor Relationship. The relationship of Action Ministries to Newton County is that of an independent contractor and not of an employee/employer. Action Ministries agrees to be solely responsible for its own matters relating to the time and place the Services under this Agreement are performed and the method used to perform such Services and the instrumentalities, tools, supplies and/or materials necessary to complete the Services. It is expressly understood that any individual performing Services under this Agreement on behalf of Action Ministries shall not be

deemed to be an employee or independent contractor of Newton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Newton County.

- C. Successors and Assigns.** Neither Party may assign its respective rights and obligations arising out of the Agreement without the prior written consent of the other Party.
- D. Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by the Newton County Board of Commissioners.
- E. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior arrangements, representations, statements, negotiations, and undertakings are superseded hereby; and it is intended as a final expression of their agreement and is a complete statement of the terms thereof. This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter; all prior arrangements, representations, statements, negotiations, and under takings are superseded hereby; and it is intended as a final expression of their agreement and is a complete statement of the terms thereof.
- F. Severability.** If any term or provision of this Agreement is found to be illegal or unenforceable then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force and effect and such terms or provisions shall be deemed stricken herefrom.
- G. No Waiver.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Action Ministries with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Action Ministries with the terms and conditions of this Agreement.
- H. No Third Party Rights.** This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- I. Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. Agreement Construction and Interpretation.** Action Ministries represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Agreement. This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF the County and the Action Ministries have executed this Agreement, which is effective as of the last-dated signature provided below.

Action Ministries, Inc.



3/28/2016
_____ **Date:**

By: S. Kelley Henderson

Its: Chief Operating Officer
(Title of Individual with Authority to Sign on Behalf of Action Ministries, Inc.)

[CORPORATE SEAL]

Newton County



April 20, 2016
_____ **Date:**

By: William K. Ellis

Its: Chairman, NCBOC

[COUNTY SEAL]

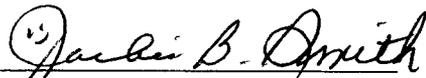
Attest: 
Its: County Clerk

EXHIBIT "A"

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF NEWTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Newton County 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:

231534
Federal Work Authorization User Identification Number

07/21/2009
Date of Authorization

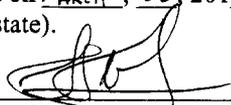
ACTION MINISTRIES, INC.
Name of Contractor

Name of Project

Name of Public Employer

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

Executed on MARCH, 28, 2016 in Atlanta (city),
GA (state).



Signature of Authorized Officer or Agent

S. KEELY HENDERSON
CHIEF OPERATING OFFICER
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 28 DAY OF
March, 2016.

Emily Oetken

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

02/19/19

EXHIBIT "C"

STATE OF GEORGIA
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with the Action Ministries, Inc. 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor 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 Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ 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
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

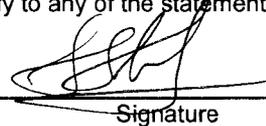
My Commission Expires:

EXHIBIT "D"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION**

- (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.

S. KENY HENDERSON, CHIEF OPERATIONS OFFICER
Name and Title of Authorized Representative


Signature

3/24/2016
Date

INSTRUCTIONS FOR CERTIFICATION

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 whom 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 whom this proposal is submitted for assistance in obtaining a copy of those 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 Transactions," 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 (Telephone 202/245-0729).
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 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.