

**GEORGIA HOUSING AND FINANCE AUTHORITY**  
**60 Executive Park South, NE**  
**Atlanta, GA 30329**

**REQUEST FOR QUOTES ("RFQ")**  
**Issued October 4, 2022**

**CONSTRUCTION INSPECTION AND ANALYSIS SERVICES**

Responses **must** be submitted no later than 4:00 p.m. Eastern Standard Time,  
November 4, 2022.

**I. Statement of Purpose**

The Georgia Housing and Finance Authority (the "Authority" or "GHFA") is seeking qualified Consultants to submit quotes for construction inspection and analysis services for projects located in the state of Georgia for compliance with required application criteria, local building codes, and applicable federal and state accessibility laws and regulations, including standards and practices for project monitoring and review. The programs of GHFA are administered by the Georgia Department of Community Affairs ("DCA"), a legislatively created executive branch of State government.

**II. Overview of DCA Financing Programs**

GHFA's Multifamily Housing Program ("Program") administers several financing programs designed to increase available affordable multifamily housing statewide.

- The DCA HOME Partnership Program provides low-interest construction/permanent loans to third parties for rehabilitation or new construction of affordable multifamily rental housing developments for families and seniors. These loans are often combined with an allocation of Georgia Federal and State Low Income Housing Tax Credits ("LIHTCs").
- The federal low-income housing tax credit program which includes the allocation of 9% credits as well as the issuance of Letters of Determination for tax-exempt properties seeking a 4% credit allocation.
- The Georgia National Housing Trust Program (NHTF) provides low-interest construction/permanent loans to third parties for rehabilitation or new construction of affordable multifamily rental housing developments for families and seniors. These loans may be combined with an allocation of Federal and State LIHTCs.
- The DCA Tax Credit Assistance Program (TCAP) provides low-interest acquisition loans for Affordable Housing Properties. These loans may be combined with an allocation of Federal and State LIHTCs.

### III. Schedule of Events

The schedule of events\* for this RFQ is as follows:

Advertise RFQ	October 4, 2022
Responses Due (receipt by GHFA)	November 4, 2022 (by 4:00 PM EST)
Selected for Oral Presentations, Oral Presentations, and Confirmation of Scope of Services (if the Authority deems necessary)	November 18, 2022 – December 2, 2022
Announcement of Selected Consultants	No later than December 16, 2022

\* Dates are approximate and may change as needed.

### IV. Response Submittal Instructions

- A. The Response should be prepared in a straightforward and concise manner, detailing the Consultant's capabilities to satisfy the requirements of this RFQ.
- B. All Responses shall be submitted electronically to: [OHFRFP@gadca.onmicrosoft.com](mailto:OHFRFP@gadca.onmicrosoft.com). Proposals submitted at or after 4:01 p.m. EST on November 4, 2022, will **not** be considered.
- C. All Responses must include a transmittal letter on the Consultant's stationery, signed by an individual who is authorized to bind the company to all statements in the Response and the services and requirements as stated in the RFQ. If any addendum or amendments have been issued to this RFQ, the Consultant shall acknowledge same in this section. On the transmittal letter, please indicate who will be the contact person at the firm with whom the Authority will communicate all information regarding this RFQ. Please include the phone and facsimile numbers and e-mail addresses for this individual. The transmittal letter should clearly state that the Quote is in response to the Construction Inspection and Analysis Services RFQ.
- D. Responses must not exceed ten (10) pages, excluding the cover letter, certification statement and attachments/exhibits. Additional pages or extra material will not be reviewed.
- E. If there are any questions related to this RFQ, please send them via email to [OHFRFP@gadca.onmicrosoft.com](mailto:OHFRFP@gadca.onmicrosoft.com). All questions are due by October 21, 2022 by 4:00 p.m. EST. Phone calls will not be accepted.
- F. All questions and answers will be posted on DCA's web page at:

<https://www.dca.ga.gov/safe-affordable-housing/rental-housing-development/housing-tax-credit-program-lihtc/other-requests>

Only written responses or statements posted on the website shall be binding. No other means of communication, whether oral or written, shall be construed as an official response or statement of GHFA.

- G. Responses will be evaluated based upon the responses to the specific items outlined in the “Response Content Requirements.” Although the Authority reserves the right to contact respondents and ask them for required information omitted from the Response, any Response that omits requested information or exceeds requested parameters may be rejected as non-responsive.

## **V. Minimum Qualifications**

The following qualifications must be met to be considered for contract award:

- A. The Consultant shall have at least three (3) years of experience, including recent experience within the last three (3) years, providing construction inspection and analysis services for multifamily rental housing properties; and
- B. Any key personnel assigned to the Contract shall have a minimum of three (3) years of recent experience providing construction inspection and analysis services for multifamily rental housing properties.

## **VI. Scope of Services Under this RFQ**

If selected, the Consultant will be required to provide construction inspection and analysis services for Federally Funded , 9% LIHTC, and Bond/4% LIHTC projects of varying sizes located across the State. Consultants may submit responses and pricing for any number of the following services and regions (Note: each service has a separate Scope of Work as shown on the attached Exhibits).

- A. Exhibit A: 4%/ 9% LIHTC funded projects’ construction inspections
- B. Exhibit B: Federally Funded projects’ construction draw request review inspections to be performed monthly during the construction prior to the General Contractor’s application for payment.
- C. Exhibit C: Davis Bacon Compliance (Applicable Federally funded projects)  
Interviews shall be performed during required inspections to ensure compliance with Davis Bacon and related Acts.

## **VII. Response Content Requirements**

All Responses must contain the following information and relevant documentation in the order outlined below:

### **A. Minimum Qualifications**

The Consultant shall demonstrate that it meets the qualifications outlined in Section V.

### **B. Executive Summary – Scope of Work**

The Consultant shall condense and highlight the contents of the Response in a separate section titled “Executive Summary.” The summary shall provide a broad overview of the Consultant’s understanding of the contents of the RFQ and of how the Consultant’s proposal meets the scope of services outlined.

### **C. Summary of Experience and General Capability**

1. Experience. The Consultant shall provide an overview of its experience rendering services similar to those outlined in Section VI and the relevant exhibits of this RFQ and how that experience is relative to this RFQ. This narrative shall also include a summary of the experience of key personnel proposed to be assigned to this Contract. Resumes, brochures, and other relevant documentation may be included in this section.

Section should include a listing of multifamily rental housing projects for which Consultant has performed construction inspections within the past three (3) years. This listing should include a summary concerning the value of the project, number of units, whether the project is a new construction or rehab, type of ownership, source of financing, and whether the project was assisted with Government funding.

Include a copy of any applicable license(s).

2. References. The Consultant must provide the names, addresses, telephone numbers, and contact persons of three (3) current clients or clients from the past three years for whom similar services required by this RFQ were performed. GHFA reserves the right to contact any known current or former client.
3. Sample electronic copies of reports applicable to the services proposed (e.g. construction inspection, draw request review) that your firm has completed in the last twelve (12) months for a multifamily housing development must be submitted. A development with Low Income Housing Tax Credits and/or Federally Funded funds is preferable. If the sample copy of a complete report

meeting these requirements has previously been submitted to DCA, Consultant should state so in written form and provide the DCA project name and number.

#### **D. Work Plan**

The Consultant shall provide a work plan presenting how the services described in this RFQ shall be provided by the Consultant should the Consultant be awarded a Contract. At a minimum, the Work Plan shall include the following:

1. The Consultant's understanding of the services to be provided.
2. The Consultant's approach to managing the performance of work including, overall organization, and support resources.
3. The tasks and methods to be utilized in completing the required services described in Section VI of this RFQ.

#### **E. Key Personnel**

Identify the specific key individuals being designated in this Response for the project team and specify the division of responsibility that is envisioned among these individuals to perform the scope of services listed in Section VI and the relevant exhibits of this RFQ. If the personnel are not employees of the Consultant, indicate the relationship with the Consultant and confirm their availability to work on assignments within the deadlines established in the scope of services. For each individual named, include a resume that highlights:

1. Educational background;
2. Relevant general experience;
3. Relevant specialized experience as it relates to the minimum qualifications outlined in Section V.

Should the Response be accepted by GHFA, these designated individuals will be the only ones authorized pursuant to the contract to provide the Construction Inspection and Analysis Services set forth in this RFQ.

#### **F. Conflict of Interest**

Consultants shall consider any conflicts of interest which presently exist or which may arise if the Consultant is selected for contract award. A conflict of interest is defined as a relationship of such a character that would raise doubts in the mind of an independent observer about the Contractor's ability to conduct an impartial review of the assigned project.

If during the term of the Contract the Consultant becomes aware of any such conflict of interest, or the potential appearance of a conflict, the Consultant shall disclose same, in writing, within five (5) business days from the time the Consultant becomes aware of the relationship. It shall be the Consultant's Administrator's responsibility to determine whether or not the contractual relationship so disclosed would constitute a conflict sufficient to present the appearance of impropriety.

Describe any facts that may create a conflict of interest with your firm's services under this RFQ.

**G. Price Proposal**

A description of pricing for each of the services outlined in the Scope of Work should be provided. The price proposal should be as detailed as possible to enable GHFA to appropriately budget for services under this RFQ.

**VIII. Non-Binding Request for Proposal**

The expectations, plans, and requests expressed in this RFQ are not to be considered a commitment or contract in any way. In addition, this RFQ does not in any way obligate GHFA to pay any costs incurred in the preparation or mailing of a Response.

**IX. Reservation of Rights**

In connection with this RFQ, and the services to be provided by the Consultant selected pursuant to this RFQ, the Authority reserves the right to:

1. cancel this solicitation at any time;
2. reject any or all proposals;
3. waive minor deficiencies and informalities;
4. request additional information from individuals or firms prior to final selection;
5. change the schedule of events or cancel any funding program without any financial obligation for services provided or out-of-pocket expenses incurred, or any other obligation to the appraisers; and
6. amend or modify this RFQ to include additional services

**X. Georgia Open Records Act and Program Accessibility**

- A. **Georgia Open Records Act.** The Georgia Open Records Act (O.C.G.A. §§ 50-18-70 *et. seq.*) requires that public records be open and available for inspection by any member of the public.

As such, any Proposal submitted in response to this RFQ is subject to the Georgia Open Records Act. By submitting a response to this RFQ, firms acknowledge that this RFQ is subject to the Georgia Open Records Act.

- B. **Accessibility.** GHFA is committed to providing all persons with equal access to its services, programs, activities, education, and employment regardless of race, color, national origin, religion, sex, familial status, disability, or age. Please contact [OHFRFP@gadca.onmicrosoft.com](mailto:OHFRFP@gadca.onmicrosoft.com) if any reasonable accommodations are required. For example, Consultants that respond to this RFQ should contact [OHFRFP@gadca.onmicrosoft.com](mailto:OHFRFP@gadca.onmicrosoft.com) at least one day in advance if they require special arrangements when attending the Oral Presentations (if applicable).

## **XI. Evaluation Process**

DCA will designate a review committee comprised of DCA staff (“Evaluation Committee”). The Evaluation Committee will evaluate the Responses in accordance with this RFQ. The Evaluation Committee will conduct their evaluation of the Technical Responses received on the basis of the following criteria in descending order of importance:

- A. Minimum Qualifications
- B. Experience and General Capability
- C. Work Plan
- D. Key Personnel
- E. Executive Summary
- F. Pricing
- G. Conflict of Interest
- H. Certification Statements

## **XII. Selection and Award**

Any contract award(s) resulting from this RFQ will be made to the lowest priced, responsive and responsible Consultant(s) receiving an acceptable score as determined

by DCA ranking criteria and with whom the Authority has reached an agreement on all contract terms and conditions. DCA reserves the right to select one or more Consultants for award and to award all items to one or more Consultants, individual line items to one or more Consultants, or subcategories of products/services to one or more Consultants when to do so is in the best interests of the State of Georgia.

Unless this RFQ states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

### **XIII. Contract Term**

The Contract resulting from this RFQ shall commence after all appropriate State approvals have been obtained and shall extend for a period of one (1) year. The initial term may be extended by agreement of the parties for three additional one (1) year terms.

### **XIV. Miscellaneous**

**Insurance Requirements.** If awarded a contract, Consultant must show proof of professional liability/errors and omissions insurance. The limit of liability for such coverage shall be no less than \$1 million per occurrence. The Consultant, its directors, officers, and key individuals being designated in this Proposal shall be named as “additional insureds” under such policy. Consultant shall also demonstrate proof that it maintains current workers’ compensation insurance.

**Criminal/Credit Background Check Authorization.** Consultant, its directors, officers, and any key personnel designated to work on this Project may be subject to credit and criminal background checks. By submitting a Proposal, Consultant understands and agrees that authorizations will be furnished to DCA upon request to allow these checks to be performed.

**Delinquent Taxes.** Consultant must certify for DCA that it does not owe any unpaid taxes to the Georgia Department of Revenue (“GDR”). DCA reserves the right to obtain an authorization from the Consultant to check its tax status in Georgia. DCA will not enter into a Contract for professional services with consultant if 1) delinquent taxes are owed to GDR, and 2) no written arrangement exists as of the date of this RFQ to pay them.

**Identity of Interest.** Consultant must disclose any identity of interest with:

1. any member, officer or employee of DCA; and



2. the owner, developer, or manager of any DCA-funded affordable housing project.

**Debarment or Suspension.** Consultant must disclose whether Consultant has ever been debarred or suspended from participating in any local, state, or federal housing program.

**Minority and Women’s Business Enterprises.** Consultant should disclose status as MBE/WBE and submit the applicable certification documentation.

#### **XV. List of RFQ Attachments**

The following documents make up this RFQ:

- A. RFQ (this document)
- B. Exhibit A – 4%/9% LIHTC Scope of Work
- C. Exhibit B – Federally Funded Projects Construction Draw Request Inspection Scope of Work
- D. Exhibit C – Applicable Federally Funded Projects – Davis Bacon Compliance
- E. Appendix A – Inspection Checklist for 9% Tax Credit, 4% Tax Exempt Bonds, and Federally Funded Projects
- F. Appendix B – Report Format for Project Inspections
- G. Addendum-Example Master Agreement & Security Exhibit

#### **XVI. Certification Statements**

Submission of the Contractor Affidavit along with answers to the following questions satisfies the Certification Statements threshold under Section XI of this RFQ:

- A. All Proposals shall include a signed and notarized Contractor Affidavit, which can be found on page 12 of this RFQ.
- B. The following shall be signed by an individual authorized to bind the firm:
  1. “I agree and certify that our firm, as well as any person or entity associated with our firm, is in compliance with the applicable requirements of Municipal Securities Rulemaking Board Rule G-37.”  
 Yes  No

2. "I agree and certify that our firm, and any contractors employed by our firm, will operate within a drug-free workplace during the time of any performance of any contract resulting from the RFQ."  
 Yes  No
  
3. "I agree and certify that our firm is in compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et. seq.), the Illegal Immigration Reform and Enforcement Act of 2011 (HB 87) and any other applicable state or federal immigration law."  
 Yes  No
  
4. "Pursuant to O.C.G.A. §§50-5-84, 50-5-84.1, and 50-5-84.2 I certify that our firm is not a scrutinized company."  
 Yes  No
  
5. "I certify that this bid, offer, or proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid, offer, or proposal for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards."  
 Yes  No
  
6. "I agree to abide by all conditions of this RFQ and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the firm and that the firm is in compliance with all requirements of the RFQ."  
 Yes  No

[Signature on next page]

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
Email Address:	

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

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

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

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

**EXHIBIT A**

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

**CONSTRUCTION INSPECTION SERVICES  
SCOPE OF WORK**

**FUNDING SOURCE(S):**  
4% and 9% LIHTC Projects  
*(no other DCA resources)*

**I. SERVICES:**

- A. This document details the purpose, timing, level of inspection, sampling requirements, and report format for Georgia Department of Community Affairs Office of Housing Finance and Development (HFD) Construction Inspections.
- B. A scope of work is provided below for each type of inspection required under the 9% and 4% LIHTC PROJECTS: Interim, Final, Final follow-up, Monthly for 2021 funded deals (follow Ex. B guidance) and Quarterly for 2022 and later deals.
- C. The Consultant will be required to render services in the area of construction inspection at different times during the construction process:

1. Interim	30-60% construction complete
2. Final	100% construction complete, including punch list items
3. Final follow-up	After final inspection; If necessary, as directed by DCA
4. Monthly (for funded 2021 developments)	From construction start (commence of construction) to AIA Certification of Substantial Completion, see Exhibit B.
5. Quarterly (for funded 2022 and later developments)	25%, 50%, 75%, 100% (construction completion)

- D. It is expected one Consultant will perform all inspections on each assigned project.
- E. DCA shall provide the Consultant with the following information after the execution of the Contract:
  - 1. Application for Funding
  - 2. Pre-application architectural waivers, where applicable

3. File correspondence, where pertinent
4. Conceptual Site Development plan
- F. Consultant will be responsible for obtaining the following information directly from the development team, as needed:
  1. Construction drawings
  2. Specifications
  3. Project Schedule
  4. Accessibility plan review
  5. Schedule of Values
  6. Physical Needs Assessment/Scope of work narrative (rehab only)
  7. Owner/contractor agreement

## II. INTERIM INSPECTION

### A. Purpose

1. DCA monitors the construction of multifamily properties funded with 9% Tax Credit and 4% Low-Income Housing Tax Credits (LIHTC)/Bonds to verify that the properties meet Program requirements with the goal of encouraging best practices in construction and identifying barriers to timely project completion.
2. The Interim Inspection will verify the progress of construction activities in accordance with DCA Accessibility and Architectural Manual along with DCA timelines.

### B. Timing of Inspections

1. Interim -Conducted midway through construction at 30 – 60% construction completion, the Consultant is engaged by the DCA Construction Manager Specialist (CMS) once ready for the interim inspection. The Consultant should review the DCA Commencement Submission and recently executed AIA pay application or contractor requisition form sent electronically by CMS to optimize the collection of information for completing the Inspection Checklist (Appendix A).

### C. Scope of Services

1. Perform an independent on-site inspection to observe the status of the entire construction project. This inspection will include walking the entire project.
2. Unit sampling requirements are 20% of the total unit count with the following additions/inclusions: all vacant and down units, one unit in each building, one of each type of accessible units (where they exist), one of each unit configuration type, and all other community/common areas and maintenance spaces.
3. Report verbally, or by email to DCA within 48 hours of the completion of the inspection, if any issues or concerns are noted.

4. A copy of the completed on-site inspection should be submitted to DCA within 7 calendar days of the completed inspection and formatted to include: a completed report form template (**Appendix B**) titled “interim inspection” with photographs included and a checklist (**Appendix A**) titled “interim checklist” combined in pdf format.
5. An electronic copy of the Report is required to be submitted to:  
[hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov).

#### D. Report Format

1. Cover Sheet:
  - a. DCA project number
  - b. DCA project name
  - c. project address
  - d. date of inspection
  - e. name of inspector and inspection company
2. Site Observations:
  - a. Weather conditions under which the inspection was performed
  - b. Name, title, and contact phone number of all personnel interviewed and/or contacted on the site.
  - c. Narrative regarding all work to date and work in progress on site including configurations of the buildings and units, amenities, condition of the property, and any other observations that may pertain to the property and conditions.
3. Progress:
  - a. Provide an approximate percentage of work completed.
  - b. Determine the General Contractor’s projected completion date.
  - c. Provide an opinion of the likelihood of completing construction by the deadline set forth under the applicable funding source/program.
4. Quality/Compliance:
  - a. Comment on the condition of the development as a whole and whether the project represents accepted standards of good workmanship.
  - b. Review the completed work, and ensure it is in compliance with all applicable project information including:
    - i. Plans and specifications
    - ii. Physical needs assessment and work scope (if applicable)
    - iii. DCA Application
    - iv. DCA Architectural Manual (i.e. Architectural Standards, Amenities Guide, etc.)
  - c. Identify any discrepancies, deficiencies or problems including, but not limited to:
    - i. poor workmanship
    - ii. substitutions in materials/components
    - iii. building code violations
    - iv. health and life safety violations
    - v. failure to meet the original work scope

- vi. failure to meet the DCA Accessibility and Architectural Manual.
  - d. Accessibility compliance with accessibility regulations is not specifically part of the scope of the inspections, however, glaring violations should be noted.
5. Photographs: Provide enough photographs to provide a comprehensive picture of work to date on site. A clear visual representation of the property is expected. Provide specific photographs of all discrepancies or deficiencies. There is no limit to the number of photographs to be attached to the report.

### III. FINAL INSPECTION

#### A. Purpose

1. DCA monitors the construction of multifamily properties funded with 9% Tax Credit and 4% Low-Income Housing Tax Credits (LIHTC)/Bond to verify that the properties meet Program requirements with the goal of encouraging best practices in construction and identifying barriers to timely project completion.
2. The Final Inspection will verify the compliance of the completed project in accordance with DCA Accessibility and Architectural Manuals along with DCA timelines.

#### B. Timing of Inspections

1. Final – Conducted at 100% construction completion, the Consultant is engaged by the DCA Construction Manager Specialist (CMS) once ready for the final inspection. The Consultant should review the Final Inspection Submission and executed contractor's pay application or requisition form sent electronically by CMS showing final retainage to optimize the collection of information for completing the Inspection Checklist (Appendix A).

#### C. Scope of Services

1. Perform an independent on-site inspection to observe the status of the entire construction project. This inspection will include walking the entire project.
2. Unit sampling requirements are 20% of the total unit count with the following additions/inclusions: all vacant and down units, one unit in each building, one of each type of accessible units (where they exist), one of each unit configuration type, and all other community/common areas and maintenance spaces.
3. Report verbally, or by email to DCA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
4. A copy of the completed on-site inspection should be submitted to DCA within 7 calendar days of the completed inspection and formatted to include: a completed report form template (**Appendix B**) titled "final



inspection” with photographs included and a checklist (**Appendix A**) titled “final checklist” combined in pdf format.

5. An electronic copy of the Report is required to be submitted to:  
[hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov).

D. Report Format

1. Cover sheet:
  - a. DCA project number
  - b. DCA project name
  - c. Project address
  - d. Date of inspection
  - e. Name of inspector and inspection company
2. Site observations:
  - a. Weather conditions under which the inspection was performed.
  - b. Name, title, and contact phone number of all personnel interviewed and/or contacted on the site.
  - c. Narrative regarding all work to date and work in progress on site including configurations of the buildings and units, amenities, condition of the property, and any other observations that may pertain to the property and conditions.
3. Progress:
  - a. Provide an approximate percentage of work completed (if additional issues noted)
  - b. Determine the General Contractor’s completion date (if additional issues noted)
  - c. If additional issues (as noted above) to General Contractor’s completion/percentage of work completed, provide an opinion on the completion for the notated issues and discuss with assigned CMS if a final inspection follow-up will be needed.
4. Quality/Compliance:
  - a. Comment on the condition of the development as a whole and whether the project represents accepted standards of good workmanship.
  - b. Review the completed work and ensure it is in compliance with all available project information including:
    - i. Plans and specifications
    - ii. Physical Needs Assessment and scope of work presented at application (for rehab projects)
    - iii. DCA Core Application (provided by CMS)
    - iv. Applicable DCA Accessibility and Architectural Manual (i.e. Architectural Standards, Rehabilitation Standards, etc.)
    - v. Final Inspection Submission
    - vi. Retainage pay application or contractor’s requisition (included in final inspection submission)

- vii. Post award project concept change and DCA approved architectural waivers (included in final inspection submission)
  - c. Identify any discrepancies, deficiencies, or problems including, but not limited to:
    - i. Poor workmanship
    - ii. Substitutions in materials/components
    - iii. Building code violations
    - iv. Health and life safety violations
    - v. Failure to meet the original scope of work
    - vi. Failure to meet the DCA Accessibility and Architectural Manuals for the applicable funding year
  - d. Accessibility compliance with accessibility regulations is not specifically part of the scope of the inspections, however, glaring violations should be noted.
- 5. Photographs: Provide enough photographs to provide a comprehensive picture of the work completed on site. A clear visual representation of the property is expected. Provide specific photographs of all discrepancies or deficiencies. There is no limit to the number of photographs to be attached to the report.

#### IV. FINAL INSPECTION FOLLOW-UP

##### A. Purpose

1. DCA monitors the construction of multifamily properties funded with 9% Tax Credit and 4% Low-Income Housing Tax Credits (LIHTC)/Bond to verify that the properties meet Program requirements with the goal of encouraging best practices in construction and identifying barriers to timely project completion.
2. The Final Inspection Follow-up will re-verify the compliance of the completed project due to incomplete or non-compliant construction in accordance with DCA Accessibility and Architectural Manual along with DCA timelines.

##### B. Timing of Inspections

1. Final follow-up– Conducted after 100% construction completion, the Consultant is engaged by the DCA Construction Manager Specialist (CMS) if a re-inspection of the property is required.

##### C. Scope of Services

1. Utilizing the original final report and checklist submitted electronically as stated above in section III. Final Inspection, Consultant provides review and confirmation of non-compliant and/or incomplete work on project as compliant.

2. Provide an opinion as to whether the work satisfactorily addresses the issues notated.
3. Provide a list (if applicable) of any remaining non-compliant, deficient work pending resolution by General Contractor and/or Property Management team (if applicable).
4. Report verbally, or by email to DCA within 48 hours of being on-site if no changes to the original issues reported in the final inspection report
5. A copy of the revised on-site inspection should be submitted to DCA within 7 calendar days of the completed inspection and formatted to include: a completed report form template (**Appendix B**) titled “final re-inspection” with photographs included and a checklist (**Appendix A**) titled “revised final checklist” combined in pdf format.
6. An electronic copy of the Report is required to be submitted to: [hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov).

D. Report Format for a follow-up

1. Same format as section III. Final Inspection within Exhibit A, with updates to the incomplete or non-compliant issues notated on the Final Inspection Report first submitted.
2. Photographs should display:
  - a. Confirmation of repaired/remedied items.
  - b. Work on pending items due to unacceptable repairs, delays, and/or outstanding items.

V. Quarterly Inspections (2022 projects and later)

A. Purpose

1. DCA monitors the construction of multifamily properties funded with 9% Tax Credit and 4% Low-Income Housing Tax Credits (LIHTC)/Bond to verify that the properties meet Program requirements with the goal of encouraging best practices in construction and identifying barriers to timely project completion.
2. The Quarterly Inspections will verify the progress of construction activities in accordance with these DCA timelines, DCA Accessibility Manual, and DCA Architectural Manual.

B. Timing of Inspections

1. Quarterly - At least four inspections shall be conducted during the construction lifecycle. The first will be scheduled at 25% construction completion, the second will be scheduled at 50% construction completion, the third scheduled at 75% construction completion, and the last at 100% construction completion. It is the responsibility of the Consultant to contact the appropriate parties to schedule the quarterly inspections and request the needed documentation from the Owner to review before and after each site inspection. The specific timing is left to the determination of the

Consultant. The Consultant should review the following documentation and/or submissions listed below to optimize the collection of information for completing the inspection checklist and report (Appendix A and B).:

- a. DCA 60-day submission
- b. DCA Commencement Submission
- c. Change Orders
- d. Most recent executed certified pay application
- e. Revised/updated drawings and/or specifications

#### C. Scope of Services

1. Perform an independent on-site inspection to observe the status of the entire construction project. Each inspection must include a site walk of the entire project.
2. Inspection consultants will need to furnish their own Windows based operating system to be able to successfully download the Emphasys Construction Inspection Application to facilitate all inspections and deliver an acceptable inspection report to DCA per Exhibit A of the RFQ.
3. Unit sampling requirements are 20% of the total unit count with the following additions/inclusions: all vacant and down units, one unit in each building, one of each type of accessible units (where they exist), one of each unit configuration type, and all other community/common areas and maintenance spaces.
4. Report verbally, or by email to DCA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
5. A copy of the completed on-site inspection should be submitted to DCA within 7 calendar days of the completed inspection and formatted to include: a completed report form template (**Appendix B**) titled “quarterly inspection” with photographs included and a checklist (**Appendix A**) titled “quarterly checklist” combined in pdf format.
6. An electronic copy of the Report is required to be submitted to:  
[hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov).

#### D. Report Format

1. Cover Sheet:
  - a. DCA project number
  - b. DCA project name
  - c. project address
  - d. date of inspection
  - e. name of inspector and inspection company
2. Site Observations:
  - a. Weather conditions under which the inspection was performed

- b. Name, title, and contact phone number of all personnel interviewed and/or contacted on the site.
  - c. Narrative regarding all work to date and work in progress on site including configurations of the buildings and units, amenities, condition of the property, and any other observations that may pertain to the property and conditions.
3. Progress:
- a. Provide an approximate percentage of work complete.
  - b. Determine the General Contractor's projected completion date.
  - c. Provide an opinion of the likelihood of completing construction by the deadline set forth under the program.
4. Quality/Compliance:
- a. Comment on the condition of the development as a whole and whether the project represents accepted standards of good workmanship.
  - b. Review the completed work, and ensure it is in compliance with all available project information including:
    - 1. Plans and specifications
    - 2. Physical needs assessment and work scope (if applicable)
    - 3. DCA Application
    - 4. DCA Architectural Manual including the Architectural Standards, Amenities Guidebook, etc.
  - c. Identify any discrepancies, deficiencies or problems including, but not limited to:
    - vii. poor workmanship
    - viii. substitutions in materials/components
    - ix. building code violations
    - x. health and life safety violations
    - xi. failure to meet the original work scope
    - xii. failure to meet the DCA Accessibility and Architectural Manuals.
  - d. Accessibility compliance with accessibility regulations is not specifically part of the scope of the inspections, however, glaring violations should be noted.
5. Photographs: Provide enough photographs to provide a comprehensive picture of work to date on site for each quarterly inspection. A clear visual representation of the property is expected. Provide specific photographs of all discrepancies or deficiencies. There is no limit to the number of photographs to be attached to the report.

## EXHIBIT B

### GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

#### CONSTRUCTION INSPECTION SERVICES SCOPE OF WORK

#### **FUNDING SOURCE(S):** FEDERALLY FUNDED Projects

- I. A scope of work is detailed below for monthly inspections required for disbursement of Federal funds.
- II. Monthly inspection services will verify that the amount requested from the general contractor each month is appropriate for the work in place and that construction is progressing in accordance with GHFA/DCA timelines and Accessibility and Architectural Manual for quality of work. Reference the following for GHFA/DCA standards applicable to this project:
  - A. Qualified Allocation Plan
  - B. Architectural Standards
  - C. Architectural Submittal Instructions
  - D. Submission Requirements Guide
  - E. Amenities Guidebook
  - F. Accessibility Manual
  - G. Environmental Manual
  - H. Rehabilitation Guide
- III. A report must be submitted in the format outlined in **Appendix B**.
- IV. Consultants must attend Pre-Construction conferences facilitated by DCA.
- V. Consultant shall assist GHFA/DCA in evaluating the construction of the project and all draw requests and make itself available for GHFA/DCA as often as reasonable and necessary to advise and discuss with GHFA/DCA its observations and conclusions.
- VI. It is expected one Consultant will perform all inspections on each assigned project.
- VII. GFHA/DCA shall provide the Consultant the following information after execution of the Contract:
  - A. Current Qualified Allocation Plan
  - B. Current Architectural Manual
  - C. Current Architectural Submittal Instructions

- VIII. The Consultant is responsible for securing the following from the development team:
- A. Owner/Contractor agreement
  - B. Schedule of values
  - C. Project schedule
  - D. Construction drawings
  - E. Specifications
- IX. Site visit must occur in every month that the General Contractor submits an application for payment, as well as loan closing draws if hard cost are requested.
- X. Consultant shall attend monthly draw meetings conducted by the owner, contractor, and architect.
- XI. This site visit shall be performed within 3 business days of receipt of the Borrower's draw request.
- XII. Report verbally, or by email to DCA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
- XIII. A copy of the completed on-site inspection should be submitted to DCA within 7 calendar days of the completed inspection and formatted to include: a completed report form template (**Appendix B**) titled "monthly inspection" with photographs included and a checklist (**Appendix A**) titled "monthly checklist" combined in pdf format.
- XIV. *One (1) electronic copy, in PDF format*, shall be submitted to [hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov).

## EXHIBIT C

### GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

#### FEDERALLY FUNDED– DAVIS BACON COMPLIANCE

##### SCOPE OF WORK

- I. The Davis Bacon and Related Acts requires that contractors on federally funded or assisted contracts for construction or repair pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for corresponding work. DCA ensures compliance to Davis Bacon by comparing these employee interviews and observations with certified payrolls. A scope of work is detailed below for interviews required for Davis Bacon Compliance.
- II. Consultant shall perform between two (2) and four (4) “Davis Bacon” interviews, lasting ½ hour of time each on average, at two separate stages during the construction process. Interviews shall be performed on two separate visits during the required federally funded inspections, at Consultant’s discretion.
- III. Consultants shall interview laborers or mechanics from the range of trades on site during the visit. Interviews shall include consultant observations of work performed by the employee during the visit, as well as responses from employees themselves. Form HUD-11 should be completed to the extent possible.
- IV. Interviews shall be submitted within 48 hours of completion on the appropriate Form HUD-11. Electronic copies of interviews shall be submitted to [hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov).
- V. Consultant shall perform the Davis Bacon interviews for a cost of \$175 per two interviews, estimating approximately 30 minutes per interview. Where DCA requests interviews to be performed outside of required monthly inspections (when Consultant is already on site), a separate trip charge would be charged, which is based upon \$75 per hour travel time from the home office.
- VI. Invoice for services should be submitted directly to [hfdconstructionservices@dca.ga.gov](mailto:hfdconstructionservices@dca.ga.gov) upon the completion of services.



**APPENDIX A**

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
Office of Affordable Housing  
Interim, Final, Final Follow-up, Quarterly Inspection Checklist**

**PART I: PROJECT INFORMATION**

Project #							DCA Funding Sources (select all that apply):	
Project name							<input type="checkbox"/> HOME/NHTF	
City							<input type="checkbox"/> 9% tax credit	
						<input type="checkbox"/> 4% tax credit/bonds		
New or rehabilitation?							Tenancy characteristics:	
# units (field verify)							<input type="checkbox"/> HFOP	
# residential buildings (field verify)							<input type="checkbox"/> Elderly (Senior)	
# parking spaces							<input type="checkbox"/> Family	
Site acreage							<input type="checkbox"/> Special Needs	
# each bedroom type (field verify)	1 BR		2BR		3BR		4BR	
# each bedroom type (field verify)	1 BA		2BA		3BA		4BA	
Original Contract Cost								
Final Construction Cost (original contract plus change orders)  (attach copy of final Application for Payment)								
Time & date of site visit								
Inspector Name								
Inspection Company								
Persons contacted & met on site								

Unit #s Inspected.	
--------------------	--

PART II: VERIFICATION OF DCA DESIGN STANDARDS

AMENITIES

*Directions to consultants: write N/A when not applicable, see applicable year QAP for full requirements.*

Site Amenities	Installed?
<ul style="list-style-type: none"> <li>Community room or building</li> </ul>	
<ul style="list-style-type: none"> <li>Accessible exterior gathering area located in a central area (gazebo or covered porch on community building)</li> </ul>	
<ul style="list-style-type: none"> <li>On-site laundry (1 washer &amp; 1 dryer / every 25 units) *If washers &amp; dryers are installed and maintained in every unit at no additional cost to tenants, an on-site laundry is not required.</li> </ul>	
<ul style="list-style-type: none"> <li>Additional Site Amenities  The number of amenities required depends on the total unit count:  1-125 units = 2 additional amenities  126 + = 4 additional amenities  (See DCA AMENITIES AND DESIGN OPTIONS RE-CERTIFICATION form for the additional amenities certified to provide prior to construction)</li> </ul>	
<ul style="list-style-type: none"> <li>(required for Elderly &amp; HFOP only) Buildings more than two story construction must have interior furnished gathering areas in several locations in the lobbies and/or corridors</li> </ul>	
<ul style="list-style-type: none"> <li>(required for Elderly &amp; HFOP only) 100% of the units are accessible and adaptable</li> </ul>	
<ul style="list-style-type: none"> <li>(Required for Elderly &amp; HFOP only) If more than one story: elevator; more than 2 floors: gathering places</li> </ul>	
<b>Unit Amenities</b>	
<ul style="list-style-type: none"> <li>HVAC systems</li> </ul>	
<ul style="list-style-type: none"> <li>Stove</li> </ul>	
<ul style="list-style-type: none"> <li>EnergyStar Refrigerator</li> </ul>	
<ul style="list-style-type: none"> <li>EnergyStar Dishwasher</li> </ul>	
<ul style="list-style-type: none"> <li>Microwave ovens</li> </ul>	

<ul style="list-style-type: none"> <li>• Powder-based fire suppression canister under range hood or electronically controlled solid cover plates over stove burners</li> </ul>	
<ul style="list-style-type: none"> <li>• EnergyStar Washing Machines</li> </ul>	

SUSTAINABILITY

*Directions to consultants:*

- *All elements are required As notates in applicable QAP. See the applicable QAP year for full policy reference.*
- *All projects 2019 and later are required to have Sustainable Building Certification, see applicable QAP year for full policy reference and core application.*
- *2021 projects required to have sign-off from qualified professional in addition to Sustainable Building Certification, see applicable QAP year for full policy reference.*

	Installed?
<ul style="list-style-type: none"> <li>• Bathroom fans must be Energy STAR certified, wired with a light, and equipped with either a humidistat OR a timer that ensures the fan operates for a minimum of 10 minutes once the light has been switched off.</li> </ul>	
<ul style="list-style-type: none"> <li>• Lighting: Install fluorescent or LED lights for at least 95% (by fixture count) of the required lighting. Required lighting includes kitchens, dining rooms, living/family rooms, bathrooms, hallways, stairways, entrances/foyers, bedrooms, garages, utility rooms, and outdoor fixtures mounted on the building.</li> </ul>	
<ul style="list-style-type: none"> <li>• Low VOC interior wall/ceiling and floor finishes. As defined by “40 CFR Part 59 – National Volatile Organic Compound Emission Standards for Consumer and Commercial Products” and maximum levels determined by the DCA QAP, interior applied paints and finishes shall contain a maximum VOC level of: • 50 grams/liter for wall and ceilings (DCA QAP requirement) • 100 grams/liter for floor finishes (DCA QAP requirement)</li> </ul>	
<ul style="list-style-type: none"> <li>• Water heaters: Comply with ENERGY STAR Multifamily New Construction (MFNC) program (Version 1) for Uniform Energy Factor (UEF). <ul style="list-style-type: none"> <li>• Plumbing fixtures: Georgia Plumbing Code High Efficiency Plumbing Fixtures and Fittings in all units; shower heads ≤ 2.5 gpm, bathroom faucets &lt; 1.5 gpm, kitchen faucets &lt; 2.0 gpm, toilets ≤ 1.28 gpf.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• New construction and Adaptive Reuse units must meet new construction standards under the applicable Georgia Energy Code requirements. <b>(ONLY APPLICABLE AT 100% INSPECTION) **NEW CONSTRUCTION ONLY**</b></li> </ul>	
<ul style="list-style-type: none"> <li>• Rehabilitation units are required to achieve a 20% improvement over existing conditions based upon pre-rehabilitation “duct leakage” and “dwelling unit air filtration” rates or meet new construction standards for specified duct and envelope leakage rates. All projects must complete a “pre-rehab” duct leakage and dwelling air infiltration test to determine a baseline. To arrive at the pre-rehabilitation leakage rates, a sampling of units (that includes one of each unit type in its various configurations within the property) must have pre-rehabilitation duct leakage and dwelling unit air infiltration performance testing, utilizing RESNET-approved performance testing methodologies, conducted upon them prior to the rehabilitation of the property. <b>**REHAB ONLY**</b></li> </ul>	

PROJECT DESIGN

Directions to consultants:

- write N/A when not applicable;
- See DCA AMENITIES AND DESIGN OPTIONS RE-CERTIFICATION form for the Project Design Options certified to provide prior to construction

Exterior Wall Finishes (1 of the following:)	Pre-Construction Promised?	Post-Construction Installed?
<ul style="list-style-type: none"> <li>• Exterior wall faces must have an excess of 30% brick or natural or manufactured stone on each of the exterior wall surfaces. This is applicable to all sides of the buildings including the front wall face, each side’s wall face and the rear wall face of the buildings. This is NOT applicable to the interior wall faces of open breezeways. On all exterior walls the brick/stone must extend to all areas of grass, landscaping and other areas of soil or mulch.</li> </ul>		
<ul style="list-style-type: none"> <li>• For the rehabilitation of buildings that are eligible for historic preservation credits, maintain and if necessary replace with matching materials, the existing or original exterior finish surfaces including the front wall face, rear wall face and both side wall faces.</li> </ul>		
<ul style="list-style-type: none"> <li>• For the rehabilitation of buildings that do not have existing brick or stone in excess of 30% (and are not eligible for historic credits), replace and upgrade the existing exterior finish surfaces on all wall faces including the front wall face, rear wall face and both side wall faces with brick, natural or manufactured stone, or a product that provides a 40-year warranty. This is NOT applicable to the interior wall faces of open breezeways.</li> </ul>		
<ul style="list-style-type: none"> <li>• For single family units, the total building envelope shall have 30% minimum brick or natural or manufactured stone coverage; remaining 70% must be fiber cement siding or other 40-year warranty product.</li> </ul>		
<p><b>Major Building Component Materials and Upgrades (1 of the following:)</b></p>		
<ul style="list-style-type: none"> <li>• Fiber cement siding or other 30-year warranty product installed on all exterior wall surfaces not already required to be brick. Rehabilitation projects that do not propose adding 30% brick or natural or manufactured stone or maintaining existing 30% brick or natural or manufactured stone are not eligible for this option.</li> </ul>		
<ul style="list-style-type: none"> <li>• Upgraded “Architectural” shingles with a warranty of 40 years.</li> </ul>		

Comments:



**APPENDIX B**

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

**Report Format**

- All information in italics inside brackets indicates directions for what should be included in the section. The directions should not appear in the report.

**GA DCA Interim, Final, Final Follow-up, Quarterly, FEDERALLY FUNDED #xx--xxx**

**[Project Name]**

[Project Street Address]

[City], [State] [Zip Code]

Inspection Date: \_\_\_\_\_, 2022

Inspected by:

[Inspector's Name]

[Inspector's Company]

Report Date: \_\_\_\_\_, 2022

[Company project # or other company information]

## TABLE OF CONTENTS

---

- I. Project Description
- II. Draw Summary
- III. Site Observations
- IV. Change Orders
- V. Schedule
- VI. Other (Stored Materials & Testing)
- VII. Photographs
- VIII. Copy of current AIA

## I. PROJECT DESCRIPTION

Owner: [Ownership Entity] Developer:  
[Development Company]  
Contractor: [General Contractor Company]  
Architect: [Architectural Firm]

### Unit Amenities--application requirements:

[list all unit amenities proposed in the application]

### Site Amenities:

[list all community building and site amenities proposed in the application]

### Energy Efficiency:

[list all energy efficiency components detailed in a memo provided by DCA]

### Project Description:

[Insert narrative that includes the following information:

- New construction or rehabilitation (or both)
- # of buildings and a description of the style of building (for example: garden style, mid-rise, etc.)
- Unit mix (number of each type of bedroom/bath configuration)
- # of stories in the residential buildings
- # of units
- # of acres
- # of units designated for the audio/visual impaired
- # of units designated for the mobility impaired
- # of parking spaces
- # of HC parking spaces
- # of elevators (where applicable)
- Describe the general construction of the building systems including the foundations, framing, roofing, exterior sheathing/cladding, sprinkler system if applicable
- Describe typical interior finishes
- Generally describe site, grading operations, storm water detention provisions, site utilities work
- Describe any unique features
- Describe the sequencing of work (how many buildings at one time, etc)



- If rehab, describe the proposed work scope including the extent of site work, framing, drywall, plumbing, hvac, roofing, cladding, and unit finishes replacement, sprinkler system if applicable
- Indicate whether the scope of work is the same in every unit
- Indicate how the work will be staged (around tenants? Tenants relocated? As units become available, as buildings become available?)]

**II. DRAW SUMMARY**

Date of Application	
AIA #	
% complete	
Original Contract Amount	
(+) Change Orders (*see section XX for descriptions)	
( = ) Current Contract Amount	
<b>Work Complete to Date</b>	
(-) Retainage	
(-) Previous Payments	
<b>(=) Current Amount Due</b>	
<b>Current Amount Recommended</b>	
<b>DCA Construction Contingency</b>	

Is retainage per the contract? [yes or no; if no, explain]

### III. SITE OBSERVATIONS

Inspection Conditions: [time, weather, approx. temp]

List personnel met on site: [personnel names] Trades on site: [list trades on site during inspection]

Progress:

[insert narrative]

<b>Are there any issues with the following:</b>	<b>Y/N (if Y, provide description)</b>
1. industry standards of good workmanship	
2. substitutions in materials/components	
3. violations of building or fire and life safety codes (*code compliance is not the legal responsibility of monthly construction consultant; however, obvious violations should be noted)	
4. plans and specifications	
5. physical needs assessment and work scope (rehabilitation projects only)	
6. DCA Application	
7. DCA Architectural Standards	
8. DCA Accessibility Standards (*project wide accessibility compliance is not the legal responsibility of monthly construction consultant; however, obvious violations should be noted)	

**IV. CHANGE ORDERS**

<b>Change Order #</b>	<b>Date</b>	<b>Description of Work</b>	<b>Amount</b>	<b>Reasonable cost? [y/n]</b>	<b>Days added to schedule</b>

Potential Change Orders:

[Describe the inspector's knowledge of pending change orders or additional work for which a change order should be submitted.]

[insert narrative]

V. SCHEDULE

Construction start	
Construction duration (per contract)	
(+) Days added by change order	
(=) Revised contract duration	
(-) Days elapsed	
(=) Days remaining to contract deadline	
% of contract time elapsed	
DCA deadline	

<b>Building #</b>	<b>Start date</b>	<b>Projected completion date</b>	<b>Actual CO date</b>
1			
2			
3			
[inset rows as necessary]			
Community building			

Schedule Commentary:

[Comment on the general contractor's ability to complete construction within the remaining contract duration]

[Comment on the general contractor's ability to complete construction within DCA's statutory time frame.]

**VI. OTHER**

**Testing**

Concrete testing reports reviewed this period? [Yes/No]  
Adequate? [Yes/No]

Soil testing reviewed this period? [Yes/No]  
Adequate? [Yes/No]

Other? [describe as applicable]

**Stored materials**

DCA defines stored materials as those materials that will not be incorporated into the project within 30 days.

Are there materials stored on site that fit the above definition? [Yes/No] Are funds requested for these materials this period? [Yes/No]

**Inspection company specific information such as disclaimers or notes regarding reliance**

[insert as applicable]

## VII. PHOTGRAPHS

[attach site photos]

**VIII. COPY OF CURRENT Certified pay application or requisition form (Federal Funds require DCA AIA pay application)**

[attach copy of current pay application]



# **ADDENDUM**

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

# EXAMPLE MASTER AGREEMENT & SECURITY EXHIBIT

**NOTE: All service providers responding to an agency Request for Quote (RFQ) or request for statement of work (SOW) will be required to execute a DCA Master Agreement and the agency's Security Exhibit as seen in Schedule A of this material. This document is therefore provided to the recipients for illustrative purposes only in order to become familiar with the scope of security requirements involved. The material is confidential and must not to be reused or redistributed to any party without the express permission of the agency's Department of Legal Services.**

DCA Office of Information Security; [Steven.lovett@dca.ga.gov](mailto:Steven.lovett@dca.ga.gov)  
7-28-2022



funding, and Service Provider's performance. O.C.G.A. Section 50-5-64, this Agreement shall not be deemed to create a debt of DCA 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

### Section 3. Extension.

In the event that this Agreement shall terminate prior to entering a renewed Agreement for the identified services, DCA, with the written consent of Service Provider, may extend this Agreement to afford it a continuous supply of the identified services.

## B. DESCRIPTION OF SERVICES

### Section 1. Scope of Work.

The Service Provider agrees to provide DCA with the Services described in the Scope of Work (SOW) and comply with "Schedule B" to the Scope of Work" attached hereto, during the specified term of this Agreement.

### Section 2 Non-Exclusive Rights.

The Agreement is not exclusive. DCA reserves the right to select other Service Providers to provide services similar to the services described in this Agreement during the term of the Agreement.

## C. COMPENSATION

### Section 1. Fees and Payment.

DCA shall pay Service Provider for services satisfactorily rendered in accordance with the fees and payment stated in "Schedule D Fees and Payment" attached to this Agreement.

### Section 2. Billing.

The Service Provider shall submit, on a regular basis, an invoice for services supplied to DCA at DCA's billing address. The invoice shall comply with all applicable rules concerning payment of such claims. DCA shall pay all approved invoices in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Parties, the Service Provider shall not be entitled to receive any other payment or compensation from DCA for any services performed by or on behalf of the Service Provider. The Service Provider shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Agreement.

### Section 3. Delay of Payment Due to Service Provider's Failure.

If DCA in good faith determines that the Service Provider has failed to materially perform or deliver any services as required, the Service Provider shall not be entitled to any compensation for those Services until such services are performed. In this event, DCA may withhold that portion of the Service Provider's compensation which represents payment for services that were not performed. To the extent that the Service Provider's failure to perform in a timely manner causes DCA to incur costs, DCA may deduct the amount of such incurred costs from any amounts payable to Service Provider. DCA's authority to deduct such incurred costs shall not in any way affect DCA's authority to terminate this Agreement.

### Section 4. Set-Off Against Sums Owed by the Service Provider.

In the event that the Service Provider owes DCA any sum under the terms of this Agreement, pursuant to any judgment, or pursuant to any law, DCA may set off the sum owed to it against any sum owed to the Service Provider in DCA's sole discretion.

## D. TERMINATION

### Section 1. Termination.

Pursuant to O.C.G.A. Section 50-5-64, this agreement will terminate in whole or in part, upon Service Providers receipt of written notice of termination if DCA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DCA cannot fulfill its obligations under the Agreement, which determination is at DCA's sole discretion and shall be conclusive. Under such termination for convenience, Service Provider shall be paid for services provided up to and including the date of termination. Further, DCA may terminate the Agreement for any one or more of the following reasons with 30 days advance notice (except for item (ii) which shall be subject to immediate termination without advance notice):

- (i)** In the event the Service Provider is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification may result in immediate termination of this Agreement effective as of the date on which the license or certification is no longer in effect;
- (ii)** DCA determines that the actions, or failure to act, of the Service Provider, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii)** The Service Provider fails to comply with confidentiality laws or provisions; and/or
- (iv)** The Service Provider furnished any statement, representation or certification in connection with the Agreement or the selection or bidding process which is materially false, deceptive, incorrect or incomplete.

### Section 2. Termination for Cause by DCA.

The occurrence of any one or more of the following events shall constitute cause for DCA to declare the Service Provider in default of its obligations under this Agreement:

- (i)** The Service Provider fails to deliver or has delivered nonconforming services or fails to perform any material requirement of this Agreement or is in violation of a material provision of the Agreement, including, but without limitation, the express warranties made by the Service Provider;
- (ii)** DCA determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur;
- (iii)** The Service Provider fails to make substantial and timely progress toward performance of the Agreement;
- (iv)** The Service Provider 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 Service Provider terminates or suspends its business; or DCA reasonably believes that the Service Provider has

become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Service Provider has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement;

(vi) The Service Provider has engaged in conduct that has or may expose the State or DCA to significant liability, as determined in DCA's sole discretion; or

(vii) A court has determined that the Service Provider has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, DCA, or a third Party.

B. Termination for Cause by Service Provider: Service Provider shall have the right to terminate this Agreement based on the occurrence DCA's breach of a material requirement of this Agreement after being given reasonable notice with a cure period.

### Section 3. Notice of Default.

If there is a default event caused by the Service Provider, DCA shall provide written notice to the Service Provider requesting that the breach or noncompliance be remedied within the period of time specified in DCA's written notice to the Service Provider, but not less than thirty (30) days. If the breach or noncompliance is not remedied within the period of time specified in the written notice, DCA may:

(i) Immediately terminate this Agreement without additional written notice; and/or

(ii) Reprocure reasonably equivalent substitute services from another source and charge the difference between the Agreement and the substitute contract to the defaulting Service Provider; and/or,

(iii) Enforce the terms and conditions of this Agreement and seek any legal or equitable remedies.

### Section 4. Termination Upon Notice.

Following thirty (30) days' written notice, DCA may terminate this Agreement for convenience without the payment of any penalty or incurring any further obligation to the Service Provider. Following termination upon notice, the Service Provider shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to DCA up to and including the date of termination.

### Section 5. Termination Due to Change in Law.

DCA shall have the right to terminate this Agreement for convenience without penalty by giving thirty (30) days' written notice to the Service Provider as a result of any of the following:

(i) DCA's authorization to operate is withdrawn or there is a material alteration in the programs administered by DCA; and/or

(ii) DCA's duties are substantially modified.

### Section 6. Payment in the Event of Termination.

In the event of termination of this Agreement for any reason by DCA, DCA shall pay only those amounts, if any, due and owing to the Service Provider services actually rendered up to and including the date of termination of the Agreement and for which DCA is obligated to pay pursuant to this agreement or Purchase Instrument. Payment will be made only upon submission of applicable invoices and Service Provider agrees to provide documentation, if further requested to support Service Provider's claim. This provision in no way limits the remedies available to DCA under the Agreement in the event of termination. DCA shall not be liable for any costs incurred by the Service Provider in its performance of the Agreement.

#### Section 7. Service Provider's Termination Duties.

Upon receipt of notice of termination or upon request of DCA, the Service Provider shall:

- (i) Cease work under this Agreement 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 this Agreement, including, without limitation, results accomplished, conclusions resulting there from, and any other matters DCA may require;
  - (ii) Immediately cease using and return to DCA, any personal property or materials, whether tangible or intangible, provided by DCA to the Service Provider;
  - (iii) Comply with DCA's instructions for the timely transfer of any active files and work product produced by the Service Provider under this Agreement;
  - (iv) Cooperate in good faith with DCA, its employees, agents and Service Providers during the transition period between the notification of termination and the substitution of any replacement Service Provider; and
  - (v) Immediately return to DCA any payments made by DCA for services that were not rendered by the Service Provider.
- vi) This Agreement and SOW does not include costs for "transition work" –as further outlined in Section 32 of this agreement. Service Provider is expected to deliver work performed under this Agreement to the client in a usable format. Any work requested by DCA for the Service Provider to transition the work to a different provider would be performed under an new, negotiated SOW.

### E. CONFIDENTIAL INFORMATION

#### Section 1. Access to Confidential Data.

The Service Provider's employees, agents and subcontractor may have access to confidential data maintained by DCA to the extent necessary to carry out the Service Provider's responsibilities under this Agreement. The Service Provider shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by DCA. Each disclosure of confidential information is subject to this Agreement for five years following the initial date of disclosure. If it is reasonably likely the Service Provider will have access to DCA's confidential information, then:

- (i) The Service Provider shall provide to DCA a written description of the Service Provider's policies and procedures to safeguard confidential information to the extent publicly available (or a summary thereof if such policies and procedures are not publicly available);

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(iii) The Service Provider must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Service Provider in connection with the performance of this Agreement; and

(iv) The Service Provider shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Agreement.

(v) The private or confidential data shall remain the property of DCA at all times. Performance by Service Provider requires the Service Provider to sign a DCA nondisclosure agreement (hereinafter referred to as the "NDA") and accept the Agency's Data Protection and Information Security Exhibit found in Schedule A below. Service Provider understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Agreement.

(vi) Service Provider may disclose, disseminate, and use information that is already in its possession without obligation of confidentiality, developed independently, obtained from a source other than DCA or discloser without obligation of confidentiality, publicly available when received or subsequently becomes publicly available through no fault of the Service Provider, or disclosed by DCA or discloser to another without obligation of confidentiality. For avoidance of doubt, information that falls within any of the categories of information listed in this subparagraph (vi) is not "confidential information".

## Section 2. No Dissemination of Confidential Data.

No confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated except as authorized by law and with the written consent of DCA, either during the period of this Agreement or thereafter. Any data supplied to or created by the Service Provider shall be considered the property of DCA. The Service Provider must return any and all data collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, promptly at the request of DCA.

## Section 3. Subpoena

In the event that a subpoena or other legal process is served upon the Service Provider for records containing confidential information, the Service Provider shall promptly notify DCA and cooperate with DCA in any lawful effort to protect or disclose the confidential information in accordance with the subpoena or other legal process.

## Section 4. Reporting of Unauthorized Disclosure

The Service Provider shall immediately report to DCA any unauthorized disclosure of confidential information.

## Section 5. Survives Termination.

The Service Provider's confidentiality obligation under the Agreement shall survive termination of this Agreement.



## F. INDEMNIFICATION

### Section 1. Service Provider's Indemnification Obligation.

The Service Provider agrees to indemnify and hold harmless DCA 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. [Reserved]
- ii. any negligent, intentional or wrongful misconduct of Contractor or any employee, agent or subcontractor utilized or employed by Contractor;
- iii. the negligence or fault of Contractor in design, testing, development, manufacture, or otherwise with respect to the Software or Services provided under the Statewide Contract;
- iv. claims, demands, or lawsuits that, with respect to the Software or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- v. claims, demands, or lawsuits that, with respect to the Software or its operation or failure, allege breach of privacy or other rights of third parties;
- vi. any failure by Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
- vii. any failure by 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 Contractor to conduct business in the State of Georgia or the United States of America;
- viii. any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right subject to section G.4 below; or
- ix. any failure by Contractor to adhere to the confidentiality provisions of the Statewide Contract.

This indemnification shall apply notwithstanding the fact that the Indemnified Parties may be partially responsible for the situation giving rise to the claim. However, Contractor shall only be liable to the extent of Contractor's contribution to the situation giving rise to the claim. It will not be deemed Contractor's contribution if Contractor is performing as specifically directed by the Agency, except for criminal or obviously illegal acts or omissions. This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified Parties.

## Section 2. Duty to Reimburse for 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 Service Provider (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of Georgia and the terms of the Fund, the Service Provider and its insurers waive any right of subrogation against DCA, the Indemnified Parties, and the Fund and insurers participating there under, to the full extent of this indemnification.

## Section 3. Litigation and Settlements.

The Service Provider 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 Service Provider unless approved in writing by Service Provider. No settlement or compromise of any claim, loss or damage entered into by Service Provider shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

## G. INSURANCE

Service Provider shall obtain and maintain all required insurance including commercial general liability insurance to insure against all losses and damages that are the result of or the fault or negligence of the Service Provider, its agents, servants, members, employees, contractors and subcontractors in their performance of the services. Service Provider shall provide insurance certificate upon DCA's request.

## H. Reserved

## I. WARRANTIES

### Section 1. Construction of Warranties Expressed in the Agreement with Warranties Implied by Law.

All warranties made by the Service Provider and/or subcontractors in all provisions of the Agreement, whether or not this Agreement specifically denominates the Service Provider's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Service Provider's affirmation or promise, or is created by a description of the services to be provided to DCA 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 this Agreement 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 Agreement. The provisions of this section apply during the term of this Agreement and any extensions or renewals thereof. Service provider warrants that the Services provided will be performed in a workmanlike manner and Service Provider's products that are delivered or used to perform Services under this Agreement meet their specifications, i.e., Provider specifications for Provider products. Provider does not warrant uninterrupted or error-free operation of an Provider Product or that Provider will correct all defects or prevent third party disruptions or unauthorized third party access to an Provider Product. Provider warranties will not apply if there has been misuse, modification, damage not caused by Provider, or failure to comply with instructions provided by Provider. Preview services and non-Provider Products are sold under

the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

Section 2. Conformity with Contractual Requirements.

The Service Provider represents and warrants that the services provided in accordance with the Agreement will appear and operate in conformance with the terms and conditions of the Agreement and maintain conformance with the Agency's Data Protection and Information Security Exhibit provided herein as Schedule A (hereinafter referred to as the "DPIS").

Section 3. Authority to Enter into Contract.

The Service Provider represents and warrants that it has full authority to enter into this Agreement 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 DCA.

Section 4. Obligations Owed to Third Parties.

Service Provider represents and warrants that all obligations owed to third Parties with respect to the activities contemplated to be undertaken by the Service Provider pursuant to this Agreement are or will be fully satisfied by the Service Provider so that DCA will not have any obligations with respect thereto.

Section 5. Industry Standards.

The Service Provider represents and warrants that the Services provided will be performed in a workmanlike manner and Service Provider's products that are delivered or used to perform Services under this Agreement meet their specifications, i.e., Provider specifications for Provider products. This requirement shall be in addition to any express warranties, representations, and specifications included in the Agreement, which shall take precedence.

J. CONTRACT ADMINISTRATION

Section 1. Drug-free Workplace.

The Service Provider hereby certifies as follows:

(i) Service Provider will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and

(ii) If Service Provider has more than one employee, including Service Provider, Service Provider 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 Agreement; and

(iii) Service Provider will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Service Provider's Name), (Subcontractor's Name) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

(iv) Service Provider may be suspended, terminated, or debarred if it is determined that:

(a) Service Provider has made false certification here in above; or

(b) Service Provider has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

## Section 2. Boycott of Israel.

Service Provider certifies that Service Provider is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

## Section 3. Amendments.

The Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Agreement award exceeds the delegated purchasing authority of DCA, then DCA must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Agreement must be in writing and fully executed by duly authorized representatives of DCA and the Service Provider.

## Section 4. Third Parties Beneficiaries.

There are no third-Party beneficiaries to the Agreement. The Agreement is intended only to benefit DCA and the Service Provider.

## Section 5. Choice of Law or Forum.

The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Agreement 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 Agreement, such proceeding shall solely be brought in the Superior Court of 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 DCA.

## Section 6. Parties' Duty to Provide Notice Intent to Litigate and Right to Seek Mediation.

(i) In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between the Parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced

without first giving fourteen (14) calendar days written notice to the other Party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either Party may elect to submit the matter for mediation. Either Party 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 parties will endeavor to minimize costs to both parties with a goal to limits costs to five thousand dollars (\$5,000.00) each; in the event the parties determine that mediation costs will exceed this threshold, then the parties shall have the right to look to the courts for resolution.

**(ii)** 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.

**(iii)** 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.

#### Section 7. Assignment and Delegation.

The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of DCA. For the purpose of construing this clause, a transfer of a controlling interest in the Service Provider shall be considered an assignment.

#### Section 8. Use of Third Parties.

Except as may be expressly agreed to in writing by DCA, Service Provider shall not subcontract, assign, delegate or otherwise permit anyone other than Service Provider or Service Provider's personnel to perform any of Service Provider's obligations under this Agreement or any of the work subsequently assigned under this Agreement. No subcontract which Service Provider enters into with respect to performance of obligations or work assigned under the Agreement shall in any way relieve Service Provider of any responsibility, obligation or liability under this Agreement and for the acts and omissions of all subcontractors, agents, and employees. To the extent applicable under the subcontractor's performance of work/service, the restrictions, obligations and responsibilities of the Service Provider under the Agreement shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights

of DCA. DCA shall have the right to request the removal of a subcontractor from the Agreement for good cause.

#### Section 9. Integration.

The Agreement represents the entire contract between the Parties. The Parties shall not rely on any representation that may have been made which is not included in the Agreement, the Agency NDA and the Agency DPIS.

#### Section 10. Not a Joint Venture.

Nothing in the Agreement 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 services and acting toward the mutual benefits expected to be derived here from. Neither Service Provider nor any of Service Provider's agents, servants, employees, subcontractors or Service Providers shall become or be deemed to become agents, servants, or employees of DCA. Service Provider 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 Agreement.

#### Section 11. Joint and Several Liability.

If the Service Provider 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 Agreement, and for any default of activities and obligations.

#### Section 12. Supersedes Former Contracts or Agreements.

Unless otherwise specified in the Agreement, this Agreement supersedes all prior Contracts or Agreements between DCA and the Service Provider for the services provided in connection with this Agreement.

#### Section 13. Waiver.

Except as specifically provided for in a waiver signed by duly authorized representatives of DCA and the Service Provider, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

#### Section 14. 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 Agreement on behalf of the Party at the address identified by the Parties.

DCA  
Steven Lovett  
DCA Information Security Officer  
60 Executive Park South, NE  
steven.lovett@dca.ga.gov  
470-528-7469

Service Provider  
COMPANY  
Representative  
Title  
Street Address  
City, State Zip code  
Email  
Phone

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.
- (iv) 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.

#### Section 15. Cumulative Rights.

The various rights, powers, options, elections and remedies of any Party provided in the Agreement 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.

#### Section 16. Severability.

If any provision of the Agreement 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 Agreement. Further, if any provision of the Agreement 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 Parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of the Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

#### Section 17. Responsiveness of the Supplier.

Personnel providing services to DCA shall endeavor to be responsive to DCA's requirements under this Agreement and reasonable requests which are within the agreed upon scope.

#### Section 18. Authorization.

The persons signing this Agreement represent and warrant to the other Party that:

- (i) It has the right, power and authority to enter into and perform its obligations under the Agreement; and
- (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

#### Section 19. Successors in Interest.

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

#### Section 20. Record Retention and Access

The Service Provider 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 DCA throughout the term of the Agreement 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 Service Provider shall permit the Auditor of the State of Georgia or any authorized representative of DCA, 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 Service Provider relating



to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Service Provider shall not impose a charge for audit or examination of the Service Provider's books and records. If an audit discloses incorrect billings or improprieties, DCA reserves the right to charge the Service Provider for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

#### Section 21. Solicitation.

The Service Provider 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 Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

#### Section 22. 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.

#### Section 23. Debarred, Suspended, and Ineligible Status.

Service Provider certifies that the Service Provider 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. Service Provider will immediately notify DCA if Service Provider is debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended, and Ineligible Service Providers by a federal entity.

#### Section 24. Use of Name or Intellectual Property.

Service Provider agrees it will not use the name or any intellectual property, including but not limited to, DCA trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of DCA.

#### Section 25. Certification Regarding Sales and Use Tax.

By executing the Agreement the Service Provider certifies it is either (a) registered with State of Georgia 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 Service Provider also acknowledges that DCA may declare the Agreement void if the above certification is false. The Service Provider also understands that fraudulent certification may result in DCA or its representative filing for damages for breach of contract.

#### Section 26. Taxes.

DCA is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. DCA is exempt from State and Local Sales and Use Taxes on the services. The Exemption Certificates will be furnished upon request. Service Provider or an authorized subcontractor has provided DCA with a sworn verification regarding the filing of unemployment taxes or persons assigned by Service Provider to perform services required in this Agreement which verification is incorporated herein by reference.

#### Section 27. Delay or Impossibility of Performance.

Neither Party shall be in default under the Agreement 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 Service Provider. If delay results from a subcontractor's conduct, negligence or failure to perform, the Service Provider shall not be excused from compliance with the terms and obligations of the Agreement.

#### Section 28. Limitation of Service Provider's Liability to DCA.

Except as otherwise provided in this Agreement, Service Provider's liability to DCA for any claim of damages arising out of this Agreement shall be limited to direct damages and shall not exceed the total amount paid to Service Provider for the performance under this Agreement. Service Provider shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Agreement for consequential, incidental, indirect, or special damages, including without limitation lost profits, lost business opportunities, or loss of, or damage to data.

No limitation of Service Provider's liability shall apply to Service Provider's liability for damages for bodily injury (including death) and damage to State equipment or other real property or tangible personal property while such equipment or property is in the sole care, custody, and control of Service Provider's personnel. Service Provider hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other real property or tangible personal property in the care, custody, and control of Service Provider's personnel. Service Provider further agrees that equipment or Software transported by Service Provider personnel in a vehicle belonging to Service Provider (including any vehicle rented or leased by Service Provider or Service Provider's personnel) shall be deemed to be in the sole care, custody, and control of Service Provider's personnel while being transported. It is expressly agreed that notwithstanding anything in this section, the State cannot and will not indemnify Service Provider for third party claims.

#### Section 29. Obligations Beyond Contract Term.

The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of the Service Provider and DCA incurred or existing under the Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Agreement.

Section 30. Counterparts.

The Parties agree that the Agreement 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.

Section 31. Further Assurances and Corrective Instruments.

The Parties 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 Agreement.

Section 32. Transition Cooperation and Cooperation with other Service Providers.

Service Provider agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to DCA or another Service Provider. The Service Provider shall provide full disclosure to DCA and the third-Party Service Provider about the equipment, software, or services required to perform services for DCA. Subject to the terms of each license(s), including but not limited to potential costs associated with such transfer, the Service Provider shall transfer licenses or assign agreements for any software or third-Party services used to provide the services to DCA or to another Service Provider.

Further, in the event that DCA has entered into or enters into agreements with other Service Providers for additional work related to services rendered under the Agreement, Service Provider agrees to reasonably cooperate with such other Service Providers. Service Provider shall not commit any act, which will intentionally interfere with the performance of work by any other Service Provider.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above.

COMPANY NAME  
CORPORATION

GEORGIA DEPARTMENT OF  
COMMUNITY AFFAIRS

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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public or private sector Partner Organization, and whose PII, CPNI and ePHI may be collected and stored directly by the Agency or received indirectly from one of the Agency Sponsors or Client Organizations.

“Authorized Personnel” means Provider’s employees or subcontractors who (i) have a need to receive or access Confidential Information or Personal Information to enable Provider to perform its obligations under the NDA; and (ii) are bound in writing with Provider by confidentiality obligations sufficient for the protection of Confidential Information and Personal Information in accordance with the terms and conditions set forth here in the NDA and in any subsequent agreement between the Parties.

"Breach of Confidential Information" is an incident in which protected or non-public Confidential Information pertaining to the disclosing party, whether in written, graphic or machine-readable form under the control of the receiving party, has been accessed, viewed, stolen, disclosed or used by an unauthorized party or unauthorized process.

“Client Organization” means a business or not for profit organization that is legally eligible in the state of Georgia to qualify for and receive funds (cash) and other assets (such as annuities, securities, credit, tax waivers and incentives), work product, services and/or support administrated by the Georgia Department of Community Affairs based on gathering Confidential Information and documentation that include the use of PII, CPNI and/or ePHI from individuals involved in these going concerns as data directly disclosed to and validated by the Agency and/or as data that has been indirectly disclosed to the Agency and validated through one of its Sponsor or Partner Organizations, or through one of the Agency Third-party Suppliers.

“Confidential Information” or “Confidential Information” as used here refers to any information which has been provided by the DCA to Provider for the purpose of pursuing and/or continuing a business relationship contemplated by the NDA, (i) including but not limited to any Work Product developed by the Parties in consideration of the business relationship being contemplated, (ii) all non-public and sensitive information about the DCA received, collected or developed by Provider in conjunction their interactions and activities involving DCA, (iii) the contents of any planning sessions conducted, including all written documentation used and any verbal or recorded discourse or discourses shared between the Parties while pursuing their new or continuing business relationship.

“Consumer” or “Individual” means a person legally eligible for citizenship in the state of Georgia who has been qualified to receive funds, work product, services and/or support administrated by the Georgia Department of Community Affairs based on gathering Confidential Information and documentation requiring the use of their PII, CPNI and/or ePHI which has then been directly disclosed to and validated by the Agency or has been indirectly disclosed to the Agency and validated through one of its Sponsor, Client or Partner Organizations, or through one of the Agency Third-party Suppliers (i.e. Product or Service Providers).

“Common Software Vulnerabilities” (CSV) are application defects and errors that are commonly exploited in software. This includes but is not limited to: (i) The CWE/SANS Top 25 Programming Errors – see <http://cwe.mitre.org/top25/> and

<http://www.sans.org/top25-software-errors/>; (ii) The Open Web Application Security Project's (OWASP) "Top Ten Project" – see <http://www.owasp.org>.

“Covered Entity” means any public sector institution or agency as well as any private sector business or organization whose activities fall under one or more jurisdiction of the Information Privacy Laws thereby identifying them as primary parties subject to compliance with 16 CFR Part 314 the "Safeguards Rule" and subject to the enforcement actions of the US Federal Trade Commission, the US Consumer Financial Protection Bureau, and the US Department of Justice.

“CPNI” means Customer Proprietary Network Information as defined in 47 USC § 222(h) and FCC rules and includes information regarding residential and business customers.

“Critical Infrastructure Information” (CII) means information about DCA’s network architecture as well as that of its customers, including information about application access, remote access procedures, user ID’s and passwords, the location and capability of central offices, data centers, data warehouses, network access points, network points of presence and other critical network sites, as well as the network elements and equipment within them, and includes any information which DCA reasonably identifies as critical infrastructure information.

“Cross platform content search (CPCS)” and its related discovery services (collectively, the “CPCS Services”) are used to provide DCA consumer customer financial information and account balances, and content to consumer customers.

“Electronic Protected Health Information” (ePHI) means the protected health information (PHI) that is produced, saved, transferred or received in an electronic form as covered in the United States under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule, including but not limited any of 18 distinct demographics that can be used to identify a patient such as: (i) Name, (ii) Address (including subdivisions smaller than state such as street address, city, county, or zip code), (iii) Any dates (except years) that are directly related to an individual, including birthday, date of admission or discharge, date of death, or the exact age of individuals older than 89, (iv) Telephone or Fax number, (v) Email address, (vi) Social Security number, (vii) Medical record number, (viii) Health plan beneficiary number, (ix) Account number, (x) Certificate/license number, (xi) Vehicle identifiers, serial numbers, or license plate numbers, (xii) Device identifiers or serial numbers, (xiii) Web URLs, (xiv) IP address, (xv) Biometric identifiers such as fingerprints or voice prints, (xvi) Full-face photos, (xvii) Any other unique identifying numbers, characteristics, or codes.

“Industry Standards” mean generally recognized industry standards and benchmarks including: (ii) National Institute for Standards and Technology – see <http://csrc.nist.gov/> ; (iii) ISO / IEC 27000-series – see <http://www.iso27001security.com/>; (iv) COBIT 5 – <http://www.isaca.org/cobit/>; (v) Cyber Security Framework – see <http://www.nist.gov/cyberframework/>; (vi) Cloud Security Alliance – see <https://cloudsecurityalliance.org/>, and other standards applicable to the services provided by Provider to DCA.

“Information Protection Laws” mean all local, state, and federal laws, and regulations pertaining to information security, cyber security, data confidentiality, privacy, and integrity, as well as data breach identification and notification that may be applicable to Provider or DCA as Covered Entities.

“Information Technology Assets” or “IT Assets” means the devices, network elements equipment and firmware, information system hardware and software components, laptop and desktop computers and operating systems, software as a service solutions, Web services, client server-based software, individual applications, IoT and code objects, storage media, software-based utilities and tools owned by State of Georgia and in use by the Provider, Provider’s subcontractors, DCA or one of DCA’s Third-party providers.

“Partner Organization” or “Partner” means a public sector agency or institution, or private sector organization authorized to qualify Individuals and Client Organizations and assist in distribution of the funds (cash) and other assets (such as annuities, securities, credit, tax wavers and incentives), work product, services and/or support administrated by the Georgia Department of Community Affairs based on gathering Confidential Information and documentation that include the use of PII, CPNI and/or ePHI from legally eligible Individual persons and from individuals involved in governing, owning and operating qualified Client Organizations as data directly disclosed to and validated by the Partner Organizations, and then shared with the DCA through one of the Agency Information Systems or one of its Third-party Suppliers.

“Personal Information” also known as Personally Identifiable Information (PII), is information of DCA customers, employees and subcontractors held or accessed by Provider that can be used on its own or combined with other information to identify, contact, or locate a person, or to identify an individual in context. Examples of Personal Information include first and last name, address, social security number or national identifier, biometric records, geolocation information, driver’s license number, account number or username with password or PIN, either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. Personal Information includes those data elements defined under applicable state or federal law in the event of a Security Incident. Personal Information also includes CPNI.

“Security Incident” is any actual or suspected occurrence of: (i) unauthorized access, use, alteration, disclosure, loss, theft of, or destruction of Confidential Information or Personal Information or the systems / storage media containing Confidential Information or Personal Information; (ii) illicit or malicious code, phishing, spamming, spoofing; (iii) unauthorized use of, or unauthorized access to, Provider’s systems; (iv) inability to access Confidential Information, Personal Information or Provider systems as a result of a Denial of Service (DOS) or Distributed Denial of Service (DDOS) attack; and (v) loss of Confidential Information or Personal Information due to a breach of security.

“Physical Safeguards” means the physical controls, preemptive measures and assigned personnel used to limit and/or monitor authorized access and visibility, prevent unauthorized intrusion, and obstruct unauthorized visibility into non-public buildings,



protect the work areas and storage spaces, together with the IT Assets, physical contents, and human readable information contained therein, from unauthorized observation, alteration, damage, destruction, or the theft thereof, and protect authorized persons therein from hazards, natural disasters and bodily harm.

“Agency Data” means confidential information, and collectively PII, CII, and ePHI of Agency including that of its employees, contractors and customers, as applicable.

“Security” or “Security Measure” means the protective and preemptive actions that encompass all of the Administrative, Physical and Technical Safeguards (collectively, the “Safeguards”) applicable to any consulting service, managed service, IT Asset, Solution, or combination thereof that is provided by Processor to Agency, or one of Agency’s commercial customers and/or residential subscribers, or applicable to any IT Asset, Data File, credit or debit card, prepaid debit or gift card, or any contracted service used by Processor and its Authorized Personnel in doing business as a going concern, including: (i) password protection, encryption, network partitioning, configuration management, firewall, malware, virus, trap and circumvention protections, (ii) access, authorization, logging, testing, patching, bug fixing, monitoring and auditing, (iii) developing and updating disaster recovery plans, software licensing and lifecycle plans, IT hardware, equipment and facility access, maintenance and lifecycle plans, electronic data storage, retention and destruction plans, and Exploit Incident notification plans, as well as (iv) the development of annual budgets and assurance reviews to validate the existence of these measures and to evaluate their effectiveness.

“Sponsor Organization” or “Agency Sponsor” means a public sector agency or institution, or private sector organization authorized to grant entitlements and assets (including cash, annuities, securities, credit, tax wavers and incentives) under various specific legal conditions, restrictions, eligibilities and administrative compliance requirements that have been assigned to the Georgia Department of Community Affairs as a fiduciary responsibility for administration and proper distribution to eligible and qualified individuals and business in the state of Georgia.

“Technical Safeguards” means the IT controls and preemptive measures used to limit and/or monitor authorized access and visibility, prevent unauthorized intrusion, and obstruct unauthorized visibility into IT Assets and their contents, together with protection of the machine-readable settings and electronic data contained therein, from unauthorized observation, alteration, destruction, damage or the theft thereof.

“Provider” or “Third-party Provider” may also be referred to under Information Protection Law and Industry Standards, as well as under regulatory guidance from federal agencies including HUD, OCC, FTC, CFPB and the State of Georgia Technology Agency as Third-party Vendor or Professional Service Provider, and refers to any party or third-party pursuing and/or agreeing to continue a business relationship arrangement with the DCA, or may refer to a business relationship that exists or may exist in the future between the Provider and a non-affiliated third-party used by the Provider in provision of products and/or services to the DCA as part of the business relationship being pursued and/or continued between the parties by contract, license or otherwise, where the third-party entity

is not an affiliate of, or related by common ownership or corporate control with the Provider.

“Vulnerability“ or “Security Vulnerability” is a flaw in any application, operating system or IT Asset, including but not limited to susceptibility or weakness in an associated process, Safeguard or Security Measure that can be exploited resulting in a Exploit Incident.

## 2. Third Party Security Program Requirements

Agency is required by internal policy and regulatory compliance to maintain a formal information technology governance program including Administrative Safeguards and Security Measures applied to the risk management and oversight of third party suppliers, vendors, contractors and service providers in accordance with applicable Information Protection Laws and Industry Standards. Provider is required by internal policy and regulatory compliance to maintain a formal governance program, including Administrative, Physical and Technical Safeguards (collectively, the “Safeguards”), applicable to the risk management and oversight of its employees, Authorized Personnel, and all third party suppliers, vendors, contractors, subcontractors and service providers (collectively, the Fourth Parties), including those providing IT Assets, and any related support and services. Provider shall have internal governance, risk and control material as part of its own information security program that has been developed, implemented and maintained in accordance with Industry Standards and the applicable Security Measures specified in this Exhibit and any additional Requirements or procedures prescribed under Information Protection Laws. At a minimum the Safeguards and Security Measures in the Provider’s governance program shall include, but not be limited to, the following elements:

**2.1 General Security Compliance.** Provider agrees that it shall: (i) comply with laws and regulations applicable to its business, as an IT Service Provider its IT Assets, Agency’s business and its IT Assets, and to laws and regulations applicable its Provider Services performed and provided under the Agreement, including but not limited to privacy laws and consumer protection laws, (ii) operate its IT Governance, risk and control practices to prevent Security Vulnerabilities and prevent Exploit Incidents to its IT Assets and to Agency’s IT Assets, (iii) cooperate in good faith with Agency to modify its IT Governance, risk and control practices to accommodate future changes in the parties’ hardware, software, or the treatment of third party suppliers, electronic data governance and IT security that may affect the reasonableness of the protections under this Exhibit, (iv) comply with Provider’s own written policies and procedures regarding employee Background Checks, (v) reasonably cooperate in Agency’s requests to review and assess Provider’s compliance with the obligations contained in the Requirements as may be in response to requests by state and Federal regulators or law enforcement, and (vi) cooperate in Agency’s monitoring of Provider’s compliance with the obligations contained in these Requirements.

**2.2 Application Safeguards and Security Measures.** Provider shall have a plan in place that shall address the security Requirements necessary for its provision, deployment, use and support of any code-based IT Assets, used by Provider to provide or otherwise in support of the provision of the Provider Services during the Term of the Agreement. At a minimum, this plan shall specify requirements to secure these code-based IT Assets and the associated hardware and devices they operate in conjunction with, from threats including, Security Vulnerabilities, Common Software Vulnerabilities, and Exploit Incidents.

**2.3 Network Security.** For all applicable networks and related IT Assets used by Provider to provide or otherwise in support of the provision of the Provider Services during the Term of the Agreement, Provider agrees to implement and maintain network Safeguards and Security Measures that conform to Industry Standards including but not limited to the following:

- a) Firewalls. Provider shall utilize firewalls to manage and restrict inbound, outbound and internal network traffic to only the necessary hosts and network resources.
- b) Network Architecture. Provider shall appropriately segment its network to only allow authorized hosts and users to traverse areas of the network and access resources that are required for their job responsibilities.
- c) Demilitarized Zone (DMZ). Provider shall ensure that publicly accessible servers are placed on a separate, isolated network segment typically referred to as the DMZ.
- d) Wireless Security. Provider shall ensure that its wireless network(s) only utilize strong encryption, such as WPA2.
- e) Intrusion Detection/Intrusion Prevention (IDS/IPS) System. Provider shall have an IDS and/or IPS in place to detect inappropriate, incorrect, or anomalous activity and determine whether Provider's computer network and/or server(s) have experienced an unauthorized intrusion.
- f) Remote Access Risk Management. If Provider allows Authorized Personnel, employees, Forth Parties and other persons acting in association with Provider to work remotely outside of the Provider's offices or data centers used to provide the Provider Services to Agency, Provider shall provide Authorized Personnel with the following Safeguards and Security Measures to mitigate the inherent security risks of remote access:
  - i. A Provider provided and controlled IT Asset (e.g., laptop or workstation) that is securely managed by the Provider's information technology team(s); OR
  - ii. A secure technology, service, or platform that enables the Provider to manage the security configuration of the Authorized Personnel's personally owned IT Assets used to provide Agency Provider Services, in order to meet the security Requirements of both Provider and Agency, as defined within this Exhibit.

**2.4 Authorized Personnel.** Provider shall require all Authorized Personnel to meet Provider's obligations and Requirements under this Exhibit as they apply to each SOW. Provider shall monitor and evaluate all Authorized Personnel and shall provide appropriate privacy and Security Measure training, as well as background checks of its Authorized Personnel in order to meet Provider's obligations under the Agreement and meet the Requirements of this Exhibit. Upon Agency's written request, Provider shall provide Agency with a list of Authorized Personnel. Provider shall remain fully responsible for any act, error, or omission of its Authorized Personnel.

- a) Provider Fourth Party Security. Provider shall conduct Security Measure assessments which may include background checks and other due diligence on their Fourth Parties which materially impact Provider's ability to provide the Provider Services to Agency as described in the Agreement. For 2.4 a), "Provider Fourth Party" is defined as Provider's sub-processor who will be identified by company(ies) in accordance with subparagraph c) below and in the applicable SOW.
- b) Provider Outsourcing. Provider shall not outsource any work related to its Provider Services provided to Agency under the Agreement in violation of any applicable laws or regulations applicable to principal and to the Provider. Provider shall not use any IT Assets in countries outside the United States of America to process or store and Agency Data or support any Provider Services provided to Agency under the Agreement.
- c) Identification of Fourth Parties. In accordance with subparagraph a) above, Provider shall identify to Agency all of Provider's Fourth Parties that materially impact its ability to perform its obligations and responsibilities under the Agreement, including: (i) those Fourth Parties providing subcontractors to Provider that are involved in the provision of Provider Services to Agency under the Agreement, (ii) those Fourth Parties that provide IT Assets, and any related support and services to Provider, and (iii) those Fourth Parties that will have access to Agency's IT Assets and Agency Data.
- d) Security and Privacy Training. Provider, at its expense, shall provide ongoing training to employees, Authorized Personnel and Fourth Parties at least annually in order to comply with the Requirements under this Exhibit. Agency may provide specific training material to Provider to include in its training for Authorized Personnel performing work under a SOW.
- e) Access Requirements. Provider access to Agency's physical locations, non-public buildings, protected work areas and storage spaces, including but not limited to Agency data center, computer labs, network facilities, together with the IT Assets and physical contents (collectively, Agency Facilities), along with the associated IT Assets, and CII shall only be granted in controlled circumstances and should be approved by Provider based on the type of access. Therefore, access to Agency Facilities shall adhere to the following Safeguards, Requirements and Security Measures to mitigate the inherent security risks, including:
  - iii. All Provider access must be approved by Agency Security.
  - iv. Non-Agency employee access must be accompanied by a Agency employee.
  - v. Access should be approved with clear reference to the reason why access is necessary.
  - vi. Access provided shall be based on 'least privilege and scope' as necessary. The access to be granted should match the authorized purpose and not exceed that level.
  - vii. The Provider is responsible for ensuring the Network System Administrator and Agency Security are informed when access is no longer required so that the access can be terminated.
  - viii. No Provider employee, Fourth Parties and other persons acting in association with Provider shall attempt to or access IT Assets or Agency Facilities for which he/she has not been granted access.

- ix. No Provider employee, Forth Parties and other persons acting in association with Provider shall attempt to or access IT Assets or Agency Facilities to gain information without valid business reasons.
  - x. No Provider employee, Forth Parties and other persons acting in association with Provider shall access IT Assets for personal reasons to include making changes without approval or authorization.
  - xi. No Provider employee, Forth Parties and other persons acting in association with Provider shall attempt to, use or install device software and other forms of obstructions, software, or malware to any IT Asset or equipment.
  - xii. All Electronic data, messages and transactions are the property of Agency and should be considered private information.
  - xiii. Agency reserves the right to access and monitor all messages and files as deemed necessary. All communication, including text and images, may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.
  - xiv. All communication must be for professional reasons and must be used in an effective, ethical and lawful manner.
  - xv. Use must not disrupt the operation of the Agency IT Assets.
  - xvi. Non-Agency IT Assets, mobile devices, or other information assets may not be connected to Agency IT Assets without prior approval by Agency's Information Security team and shall only be used by a Agency-authorized user.
  - xvii. Provider shall provide employee, Forth Parties and other persons acting in association with Provider personal and vehicle identification in accordance with current Customer requirements.
- f) Adherence to Physical Access Requirements. Provider is responsible for ensuring any Provider employee, Authorized Personnel or Forth Parties acting in association with Provider, adheres to the Requirements and Safeguards for access to Agency Facilities.
  - g) Violations of Physical Access Requirements. Provider is responsible for ensuring that its employees, Authorized Personnel or Forth Parties acting in association with Provider, who have been found by Agency or by Provider to have violated the access Requirements for Agency Facilities and/or Agency IT Assets, shall be subject to disciplinary action, up to and including denial of access to Agency Facilities and/or Agency IT Assets.
  - h) Telecommuting Security Measures. Provider shall have and maintain telecommuting access Safeguards and Security Measures over its employees, Authorized Personnel and Fourth Parties as well as over its support centers, data centers and processing environments that conform to Laws and Industry Standards including but not limited to: (i) use of a Provider controlled thin Client or PC, (ii) Provider employee verification, (iii) signed Confidentiality Agreement, (iv) acceptance of Provider's clean desk policy or agreement, (v) Two Factor Authentication, and (vi) Provider logging of Authorized Personnel and Fourth Parties that telecommute remotely into Provider's offices, support centers or data centers, maintained for a minimum of six (6) months or other duration applicable under Information Protection Laws or Industry Standards.

**2.5 Handling of Agency Data.** Provider shall: (i) keep and maintain all Agency Data in accordance with the terms of this Exhibit; and (ii) use Agency Data solely and exclusively for the purpose for which the Agency Data is provided pursuant to the terms and conditions of the Agreement

and the applicable SOW. Provider shall not disclose Agency Data to any person other than to Authorized Personnel, except to the extent required by applicable law, in which case, Provider shall use best efforts to notify Agency before any such disclosure or as soon thereafter as reasonably possible.

- a) Compliance with Privacy Protection Laws. Provider represents and warrants that its collection, access, use, storage, disposal, and disclosure of Agency Data shall comply with all applicable federal, state, local and foreign data and privacy protection laws, as well as all other applicable regulations and directives.
- b) Data Re-Use. Provider agrees that any and all electronic data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Electronic data shall not be distributed, repurposed or shared across other application, environments, or business units of Provider. Provider further agrees that no Agency Data of any kind shall be transmitted, exchanged or otherwise passed to other parties except on a case-by-case basis as specifically agreed to in writing by Agency.
- c) Data Destruction and Data Retention. Upon expiration or termination of the Agreement or upon Agency's written request, Provider and its Authorized Personnel shall promptly return to Agency all Agency Data and/or securely destroy Agency Data. At a minimum, destruction of data activity is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csrc.nist.gov/>. If destroyed, an officer of Provider must certify to Agency in writing within ten (10) business days all destruction of Agency Data. If Provider is required to retain any Agency Data or metadata to comply with a legal requirement, Provider shall provide notice to both the general notice contact in the Agreement as well as Agency's designated Security Contact.
- d) Physical Threat Prevention. Provider agrees that it shall protect its data centers, work areas and storage spaces, together with the IT Assets, physical contents, and human readable information contained therein, from unauthorized observation, alteration, damage, destruction, or the theft thereof, and protect authorized persons therein from hazards, natural disasters and bodily harm in accordance with applicable Law and Industry Standards.

**2.6 Right to Audit.** Upon Agency's written request, to confirm compliance with this Exhibit, as well as any applicable laws and industry standards, Provider shall promptly and accurately complete a written information Security Measure questionnaire provided by Agency or a third party on Agency's behalf regarding Provider's business practices and information technology environment in relation to all Information being handled and/or services being provided by Provider to Agency pursuant to the Agreement. Provider shall fully cooperate with such inquiries. Agency shall treat the information provided by Provider in the Security Measure questionnaire as Provider's confidential information.

**2.7 Security Testing.** Provider shall perform static, dynamic, automated, and/or manual Security Measure testing on Provider's IT Assets and data processing environments used to provide or otherwise in support of the provision of the Provider Services to Agency during the Term of the Agreement, in order to identify threats including Security Vulnerabilities, Common Software Vulnerabilities, and Exploit Incidents on an ongoing basis. Should any Security

Vulnerabilities, Common Software Vulnerabilities, and Exploit Incidents be discovered, Provider agrees to notify Agency and create a mutually agreed upon remediation plan to resolve all vulnerabilities identified. Agency has the right to request or conduct additional reasonable Security Measure testing throughout the Term of the Agreement.

### 3. Exploit Incident / Data Breach

The contact information identified below shall serve as each party's designated Security Contact for issues with any Requirements under this Exhibit, or any incidents that occur during the term of the Agreement:

DCA Security Contact:

ATTN: Christy Barnes, Director of Legal Services

Christy.Barnes@dca.ga.gov

Service Provider Contact:

COMPANY NAME

**Representative**

Title

Street Address

City, State Zip Code

Enmail

Phone

- 3.1 Incident Response Requirements. Provider shall take commercially reasonable actions to ensure that Agency is protected against any and all reasonably anticipated Exploit Incidents and Breaches of Confidential Information (collectively an "Security Incident") including but not limited to: (i) Provider's IT Assets are continually monitored to detect evidence of any type of Security Incident; (ii) Provider has a Security Incident response process to manage and to take corrective action for any type of suspected or realized Security Incident; and (iii) upon request Provider shall provide Agency with a summary description of its Administrative Safeguards used in handling relevant types of Security Incidents. If an Exploit Incident or a Security Incident affecting Agency occurs, Provider, at its expense and in accordance with applicable Industry Standards and Information Protection Laws, shall immediately remediate with appropriate Security Measures and take action to prevent the continuation of the Security Vulnerabilities that lead to the type of incident that occurred. Provider shall also make appropriate personnel available to assist Agency in assessing the effectiveness of Provider's Administrative Safeguards used, Security Measures and remediation activity performed.

- 3.2 Incident and Breach Notification. Within twenty-four (24) hours of Provider's initial awareness of any Exploit Incident or other mutually agreed upon time period, Provider shall notify Agency of the incident by calling by phone the Agency Security Contact(s) listed above. Provider shall provide sufficient information for Agency to prepare and file any reports on the Exploit Incident required by regulatory agencies.
- 3.3 Exploit Investigation and Remediation. Upon Provider's notification to Agency of Exploit Incident identified in subparagraph 3.2, the Parties shall coordinate to investigate the Exploit Incident. Provider shall be responsible for leading the investigation of the Exploit Incident, but shall cooperate with Agency to the extent Agency requires involvement in the investigation. Provider shall involve law enforcement in the investigation if required by applicable law. Depending upon the type and scope of the Exploit Incident, Agency personnel may participate in: (i) interviews with Provider's employees and Fourth Parties involved in the incident; and (ii) review of all relevant records, logs, files, reporting data, IT Assets, Provider devices, and other materials as otherwise required by Agency.

Provider shall cooperate, at its expense, with Agency in any litigation or investigation deemed reasonably necessary by Agency to protect its rights relating to the use, disclosure, protection and maintenance of Agency Data. Provider shall reimburse Agency for actual costs incurred by Agency in responding to, and mitigating damages caused by any Exploit Incident, including all costs of notice and remediation which Agency, in its sole discretion, deems necessary to protect such affected individuals in light of the risks posed by the Exploit Incident. Provider shall use reasonable efforts to prevent a recurrence of any such Exploit Incident. Additionally, Provider shall provide (or reimburse Agency) for at least one (1) year of complimentary access for one (1) credit monitoring service, credit protection service, credit fraud alert and/or similar services, which Agency deems necessary to protect affected individuals in light of risks posed by a Exploit Incident.

- 3.4 Public Relations Crisis Management Plan. Provider shall cooperate with Agency to develop and execute a public relations crisis management plan that addresses messaging to the public and applicable government authorities including by providing a point person to coordinate with Agency on the public relations plan. Notwithstanding anything to the contrary, Agency has the right to control the issuance of any notification of Exploit or Security Incidents and other public statements regarding the impact on Agency, its employees, contractors, subscribers and other related third parties.
- 3.5 Incident and Breach Final Reporting. Provider shall provide Agency with a draft written incident report without undue delay after resolution of an Exploit Incident or upon determination that the Exploit Incident cannot be sufficiently resolved. Provider shall provide Agency with a final written incident report within 45 days of the provide after resolution of an Exploit Incident or upon determination that the Exploit Incident cannot be sufficiently resolved. Provider shall provide sufficient information for Agency to prepare and file any reports on the Exploit Incident required by regulatory agencies.



#### 4. Changes

Changes to the Provider's organization that materially affect its ability to meet the Requirements under this Exhibit, including but not limited to technology advances, regulatory actions and audits, or due to changes in business processes, IT security related certifications, data processing, data center facilities and IT Assets, or any Fourth Parties that materially affect Providers ability to meet the Requirements of this Exhibit, shall be formally controlled under the Provider's IT governance program. In the event that any material changes occur, Provider shall work in good faith with Agency to promptly update Agency Security Contact(s) listed above, and if necessary work with Agency to amend this Exhibit accordingly. In the event of any change in Agency's data protection or privacy obligations due to legislative or regulatory actions, industry standards, technology advances, or contractual obligations, and if notified by Agency of such changes, Provider shall work in good faith with Agency to promptly amend this Exhibit accordingly.

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**Schedule B**  
**RFP SCOPE OF WORK**

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**Schedule C**  
**SERVICE PROVIDER WORK PLAN**

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**Schedule D**  
**FEES AND PAYMENT**

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