



Administrative Services Committee
Meeting

Commission Chamber- 1/31/2017- 1:10 PM

ADMINISTRATIVE SERVICES

1. Approve a request for the replacement of 3 Ford Rangers with the purchase 3 - F- 150's, with CNG/LPG engine prep package, for Environmental Services Department. (Bid Item 16-235)  [Attachments](#)
2. Approve a request from the Utilities Department to replace a 2001 Ford F-350 used in support of the Fort Gordon contract from Allan Vigil Ford for \$48,145.00. (Bid Item 16-190)  [Attachments](#)
3. Discuss the Fleet Services Contract. **(Requested by Commissioner Marion Williams)**  [Attachments](#)
4. Discuss the duties and responsibilities of the Housing and Community Development Citizens Advisory Board. **(Requested by Commissioner Marion Williams)**  [Attachments](#)
5. Motion to approve Housing and Community Development Department's contract procedure relative to authorization of agreements/contracts/HUD forms for the various federal programs administered by the Department for program/calendar year 2017. (Referred from January 10 Administrative Services Committee)  [Attachments](#)
6. Motion to approve the minutes of the Administrative Services Committee held on January 10, 2017.  [Attachments](#)
7. Motion to request authorization for the Procurement and Law Department to review and update the Procurement Code to include adjustments required by the State of Georgia and to otherwise update the other portions of the Procurement Code.  [Attachments](#)
8. Discuss/clarification of the Commission's Rules of Procedure regarding Rule 1.07.08. **(Requested by Commissioner Marion Williams)**  [Attachments](#)



**Administrative Services Committee Meeting
1/31/2017 1:10 PM
2016 - Environmental Service Trucks**

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: Approve a request for the replacement of 3 Ford Rangers with the purchase 3 - F- 150's, with CNG/LPG engine prep package, for Environmental Services Department. (Bid Item 16-235)

Background: Environmental Services Department would like to replace 3- 2009 Ford Rangers which cannot be used at the facility due to the most recent Takata airbag recall. The replacement inflators are currently not available and no time line has been published as to when the inflators will be available. Since these trucks are "crew" type trucks (2-passenger) they must be parked. The requested F-150's will replace the following assets: 209090, 209091 and 209092.

Analysis: Fleet Management submitted a request for bids through the Procurement Department utilizing the Demand Star electronic bid system which offers nationwide bid coverage. The Procurement Department received quotes back from four vendors with the following results for bid 16-235: Allan Vigil (Morrow, GA) @ \$30,041.00, Fairway Ford (Columbia County, GA) @ \$31,431.00, Langsdale Chevrolet (Moultrie, GA) non-compliant and Master Buick, GMC (Aiken, SC) non-compliant. Neither Langsdale Chevrolet or Master Buick, GMC provided the pricing for the requested CNG/LLPG Engine Prep Package.

Financial Impact: The three trucks will be purchased at \$30,041.00 each for a total of \$90,123.00 with Environmental Services capital outlay

Alternatives: 1.) approve the request, 2) do not approve the request

Recommendation: Approve the request to replace the 3 for Rangers with the purchase of 3 – F-150s and sell the replaced trucks at auction.

Funds are Available

Cover Memo

Item # 1

**in the Following
Accounts:**

Environmental Services Capital Outlay

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Invitation to Bid

Sealed bids will be received at this office until Friday, September 23, 2016 @ 11:00 a.m. for furnishing:

Bid Item #16-235 6,000 GVW Series Pickup Truck – Augusta Central Services Department – Fleet Management

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCBid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 9, 2016 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

No bid will be accepted by fax, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 18, 25, September 1, 8, 2016
Metro Courier	August 24, 2016

OFFICIAL



Bid #16-235
6,000 GVW Series Pickup Truck
for Augusta, Georgia - Central Services Department-
Fleet Management Division
Bid Opening Date: Friday, September 23, 2016 @ 11:00 a.m.

Total Number Specifications Mailed Out: 20
Total Number Specifications Download (Demandstar): 1
Total Electronic Notifications (Demandstar): 95
Mandatory Pre-Bid/Telephone Conference: NOT APPLICABLE
Total packages submitted: 4
Total Noncompliant: 0

Vendors	ALLAN VIGIL FORD 6790 MT. ZION BLVD MORROW, GA 30260	FAIRWAY FORD OF AUGUSTA 4333 WASHINGTON RD EVANS, GA 30809	LANGDALE CHEVOLET P. O. BOX 770 SYLVESTER, GA 31791	MASTER BUICK GMC 3710 WASHINGTON RD AUGUSTA, GA 30907
Attachment B	Yes	YES	Yes	Yes
E-Verify Number	94460	689687	523776	KROS8437/ 665555
SAVE Form	Yes	YES	Yes	Yes

5.00 Vehicle and Options Required

5.01 Fullsize Truck, Rg Cab 2 wheel drive	\$19,566.00	\$19,770.00	\$19,705.00	\$25,100.00
5.02 Fullsize Truck, Rg Cab 4 wheel drive	\$20,898.00	\$22,470.00	\$22,626.00	\$28,776.00
5.03 Fullsize Truck, Ext Cab 2 wheel drive	\$20,698.00	\$20,839.00	\$22,328.00	\$27,784.00
5.04 Fullsize Truck, Ext Cab 4 wheel drive	\$23,584.00	\$23,862.00	\$25,486.00	\$31,466.00
5.05 Fullsize Truck, Ext Cab 2 wheel drive, 8 cyl	\$21,884.00	\$22,070.00	\$23,380.00	\$28,836.00
5.06 Fullsize Truck, Ext Cab 4 wheels door, 8 cyl	\$24,891.00	\$25,094.00	\$26,538.00	\$32,518.00
5.07 Fullsize Truck, Crew Cab 2 wheel drive	\$23,997.00	\$25,038.00	CC15743/ No Bid	\$33,228.00
5.08 Fullsize Truck, Crew Cab 4 wheel drive	\$27,094.00	\$27,335.00	\$29,078.00	\$36,142.00
5.09 Speed control/tilt steering	\$215.00	\$207.00	Standard	n/a
5.10 Skid Plate package (4x4)	\$150.00	\$148.00	\$106.00	\$295.00 Item # 1

OFFICIAL



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5.11 Minimum 8 Foot Bed	\$300.00/ \$950.00	\$265.00	\$614.00	\$300.00
5.12 Black platform Run Bd	\$235.00	\$231.00	\$534.00	\$780.00
5.13 Elec Windows & Door Locks	\$1,235.00	\$893.00/ \$1077.00	\$640.00	\$700.00
5.14 Trailer Tow package	\$460.00	\$548.00	\$380.00	\$375.00
5.15 CNG Package	\$290.00	\$1,758.00	n/a	n/a
5.16 Heavy duty payload package	\$1,400.00	\$3,304.00	Standard	n/a
5.17 XL Chrome appearance package	\$300.00	\$713.00	\$220.00	\$510.00
5.18 XL power equipment package	\$1,235.00	\$893.00/ \$1077.00	n/a	n/a
5.19 XL sport appearance package	\$300.00	n/a	n/a	n/a
6.00 Outfitter's Specialty Items				
6.01 Fire Extinguisher	\$65.00	\$50.00	\$82.00	n/a
6.02 Outlet receptacle	\$70.00	\$60.00	\$189.00	n/a
6.03 Bedliner	\$355.00	\$375.00	\$453.00/ \$529.00	\$575.00
6.04 Toolbox	\$450.00	\$259.00	\$467.00	\$500.00
6.05 Trailer hitch	\$505.00	\$144.00	\$405.00	\$380.00
6.06 Trailer wiring	included	included	\$51.00	\$150.00
6.07 Trailer Ball	\$40.00	\$12.00	\$30.00	\$50.00
6.08 Window tint, reg cab	\$125.00	\$125.00	\$158.00	\$150.00 Item # 1

OFFICIAL



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6.09 Window tint, ext cab	\$150.00	\$150.00	\$200.00	\$200.00
6.10 Window tint, crew cab	\$160.00	\$175.00	\$220.00	\$200.00
6.11 Add on step-driver and passenger side drs	\$250.00	\$159.00	\$246.00	no bid
7.00 Alert Warning Systems				
7.01 Backup alarm	\$115.00	\$75.00	\$71.00	\$175.00
7.02 LED topmount light	\$555.00	\$542.00	\$504.00	n/a
2017 6,000 GVW PICKUP TRUCK:				
Year	2017	2017	2017	2017
Make	Ford	Ford	Chevrolet	GMC
Model	F150	F150	Silverado	Sierra
Approximate Delivery Date	10-12 weeks	90-120 days	60-70 days	8-12 weeks

The following vendor did not respond:
 GERALD JONES FORD / 3480 WRIGHTSBORO RD / AUGUSTA, GA 30919



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

To: Ms. Geri Sams, Procurement Director
Through: Ms. Takiyah A. Douse, Central Services Director
From: Ron Crowden, Fleet Manager
Subject: Partial Bid Award Request – Bid 16-235
Date: November 18, 2016

This memo is to request a partial award for bid 16-235, 6,000 GVW Series Trucks, which opened on Friday, September 23rd^h, for the attached compilation sheet to be awarded to Allan Vigil Ford of Morrow, Georgia. Since no local vendor submitted a bid, there will be no Local Vendor Preference option involved.

Please notify us when the vendor paperwork is completed so we can move forward with the purchase process.

If you have any questions or concerns, please contact me.

Best Personal Regards,

A handwritten signature in black ink, appearing to read "Ron Crowden".

Ron Crowden
Fleet Manager

116 DEC 05 4:03 PM

2017 6,000 GVW PICKUP TRUCK

FOR ALL DEPARTMENTS-6,000 GVW TRUCKS-BID OPENING 9/23/16 @ 11:00

BID 16-235

Year
Brand
Model
Delivery Date

Allan Vigil Morrow	Fairway Ford	Langsdale Chevrolet	Master Buick, GMC
2017	2017	2017	2017
Ford	Ford	Chevrolet	GMC
F150	F150	1500	Sierra
90 Days	90-120 Days	60-70 Days	90 Days

5.06 Model - 6,000-EC-4x4 (5.0L)

\$24,891.00	\$25,094.00	\$26,538.00	\$32,518.00
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5.09 Speed Control/Tilt Steering

5.10 Skid Plate Package 4x4

5.12 Black Platform Run Boards

5.14 Trailer Tow Package

5.15 CNG/LPG Engine Prep Pkg

5.17 XL Chrome Appearance Pkg

5.18 XL Power Equipt Group

215.00	207.00	inc	n/a
150.00	148.00	106.00	295.00
235.00	231.00	534.00	780.00
460.00	548.00	380.00	375.00
290.00	1,758.00	n/a	n/a
300.00	713.00	220.00	510.00
1,235.00	1,077.00	n/a	n/a

6.00 OUTFITTER'S SPECIALTY ITEMS

6.01 Fire Extinguisher

6.02 Three Plug Outlet Receptacle

6.03 Bed Liner

6.04 ToolBox

6.05 Class IV Trailer Hitch

6.06 Trailer Wiring

6.09 Window Tint-EC

65.00	50.00	82.00	n/a
70.00	60.00	189.00	n/a
355.00	375.00	453.00	575.00
450.00	259.00	467.00	500.00
505.00	144.00	405.00	380.00
inc	inc	51.00	150.00
150.00	150.00	200.00	200.00

7.00 ALERT WARNING SYSTEMS

7.01 Backup Alarm

7.02 Cab Mount LED Flashing Light

115.00	75.00	71.00	175.00
555.00	542.00	504.00	n/a
\$30,041.00	\$31,431.00	n/a	n/a

Sheet 9

Vendors do not provide
required equipment

Planholders List - Onvia DemandStar

User: Mills, Phyllis

Organization: City of Augusta, GA (Augusta Commission)

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Buyers

Account Info

Log Bid

[\[View Bids\]](#)

Log Quote

View Quotes

Supplier Search

Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-16-235-0-2016/nw

Bid Name 6,000 GVW Series Pickup Truck

1 Document(s) found for this bid

4 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
ACME AUTO LEASING, LCC						Documents
Dobbs Ford, Inc						Documents
First Transit, Inc.	5133624578	5133734506	1			Documents
pcQwest, Inc.	9543764100	9548270121	1	1. Asian/Hawaiian Owned 2. Native American Owned 3. Small Business 4. Woman Owned		Documents

Page 1 of 1

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Item # 1

MACOLM CUNNINGHAM CHEVROLET
ATTN: FLEET MANAGER
2031 GORDON HIGHWAY
AUGUSTA, GA 30909

FIVE STAR C/DODGE/JEEP
ATTN: CLARK LAMBERT
3068 RIVERSIDE DRIVE
MACON, GA 31210

JACKY JONES FORD, INC
ATTN: CLINT LAPRADE
P O BOX 1080 HWY 129S
CLEVELAND, GA 30528

HENNA CHEVROLET
ATTN: JIMMY SCOTT
3625 RICHLAND AVENUE W.
AIKEN, SC 29801

THOMSON CHRYSLER
ATTN: MAC MCALLISTER
2158 WASHINGTON ROAD
THOMSON, GA 30824

LEGACY FORD MERCURY, INC.
ATTN: BENNIE WALDROP
413 INDUSTRIAL BLVD
P.O. BOX 248
MCDONOUGH, GA 30253

FAIRWAY FORD OF AUGUSTA
ATTN: LARRY WILLIAMS
4333 WASHINGTON ROAD
EVANS, GA 30809

ALLAN VIGIL FORD
ATTN: BOB BURTNER
6790 MT. ZION BLVD.
P.O. BOX 100001
MORROW, GA 30260

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

AKINS FORD CORP
ATTN: FLEET SALES
220 WEST MAY STREET
WINDER, GA 30680

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

WADE FORD GOVERNMENT SALES
ATTN: ROGER MOORE
3860 SOUTH COBB DRIVE
SMYRNA, GA 30080

LOVE CHEVROLET
ATTN: DON WEAVER
P.O. BOX 8387
COLUMBIA, SC 29033

GERALD JONES FORD
ATTN: FLEET SALES
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

CARL BLACK BUICK-GMC
ATTN: ROBERT M. KLEPAK
1110 ROBERTS BLVD
KENNESAW, GA 30144

MILTON MARTIN HONDA
2420 BROWNS BRIDGE RD
GAINESVILLE, GA 30504

BRANNEN MOTOR CO.
ATTN: BOBBY REED
P. O. BOX 746
UNEDILLA, GA 31091

MASTERS OF AUGUSTA – GMC
ATTN: BUICK– FRANK WARD
ATTN: GMC – BERNARD HUGHES
3710 WASHINGTON ROAD
MARTINEZ, GA 30907

TAKIYAH DOUSE
CENTRAL SERVICES

BID ITEM 16-235
6,000 GVW SERIES PICKUP TRUCK
FOR FLEET MANAGEMENT
BID DUE: FRI., 09/23/16 @ 11:00 A.M.

BID ITEM 16-235
6,000 GVW SERIES PICKUP TRUCK
FOR FLEET MANAGEMENT
MAILED 18 AUGUST 2016

RON CROWDEN
FLEET MANAGEMENT

TAMLAR WALTON
LSBOP

RUSSELL SANDERS
FLEET MANANGEMENT

Item # 1



Administrative Services Committee Meeting
1/31/2017 1:10 PM
2017 - Utilities F-350

Department: Central Services Department - Fleet Management

Presenter: Ron Crowden

Caption: Approve a request from the Utilities Department to replace a 2001 Ford F-350 used in support of the Fort Gordon contract from Allan Vigil Ford for \$48,145.00. (Bid Item 16-190)

Background: This vehicle was declared uneconomically repairable (see attached evaluation) and is necessary for the day to day operation at Fort Gordon. This vehicle routinely pulls an equipment trailer loaded with medium size construction equipment.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for the 11,000 GVW truck with the following results: Bid 16-190- 2017, F350 Crew Cab, 4X4, Dual Rear Wheel: Allan Vigil Ford = \$48,145.00 each; Fairway Ford = \$48,664.00 each; Gerald Jones = \$48,620 (LVP = \$48,145.00) and Ben Mynatt Chevrolet was deemed non-compliant by the Procurement Department.

Financial Impact: One F350, Crew Cab, 4X4, trucks @ \$48,145.00.00 each for a total cost of \$ 48,145.00. The truck will be purchased through the GMA lease program for 36 months with 3 annual payments of \$16,048.33.

Alternatives: (1) Approve the request; (2) Do not approve the request

Recommendation: Approve the purchase of 1-F350, Crew Cab, 4X4, Utility Body truck for Utilities – Fort Gordon.

Funds are Available in the Following Accounts: Utilities Capital Outlay/GMA Lease

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

2017 11,000 GVW PICKUP TRUCK

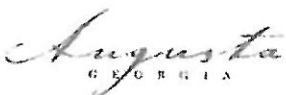
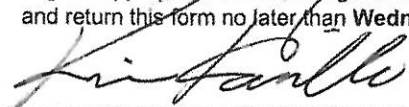
FOR ALL DEPARTMENTS-11,000 GVW TRUCK-BIDS OPENING 6/17/16 @ 11:00

BID 16-190	Allan Vigil Ford	Fairway Ford	Gerald Jones Ford	Ben Mynatt Chevrolet
Year	2017	2017	2017	NON COMPLIANT BID
Brand	Ford	Ford	Ford	
Model	F350	F350	F350	
Delivery Date	75-100 Days	90-120 Days	120 Days	
5.12 Price - CC-4x4-DRW	\$37,594.00	\$39,140.00	\$39,030.00	
5.14 HD Tow Package	n/a	0.00	0.00	
5.15 HD Suspension Package	120.00	148.00	115.00	
5.17 Pickup Box Deleted	-249.00	-300.00	-63.00	
5.18 Trailer Tow Mirrors, Manual	0.00	0.00	0.00	
5.22 Skid Plate Package	95.00	92.00	92.00	
5.24 Black Platform Running Boards	345.00	345.00	341.00	
5.25 Electric Windows & Door Locks	1,035.00	1,035.00	1,035.00	
5.26 5th Wheel Gooseneck Hitch Prep Pkg	345.00	341.00	341.00	
5.35 Three Keys	60.00	0.00	49.00	
6.00 OUTFITTER'S SPECIALTY ITEMS				
6.01 Fire Extinguisher	55.00	60.00	50.00	
6.04 Electric Brake Controller	250.00	249.00	125.00	
6.06 8' Service Body-DRW	6,010.00	5,600.00	5,525.00	
6.15 Service Body Bumper-DRW-Pintle	615.00	377.00	390.00	
6.18 Single Spotlight	375.00	230.00	365.00	
6.21 Class IV Trailer Hitch	100.00	290.00	200.00	
6.25 Pintle Hook-Dual Purpose	225.00	175.00	140.00	
6.27 Pipe Vise-Rigid Model 40195	325.00	290.00	290.00	
6.29 Spot Mirrors	0.00	0.00	0.00	
6.32 Window Tint-CC	315.00	175.00	145.00	
7.00 ALERT WARNING SYSTEMS				
7.01 Backup Alarm	80.00	40.00	40.00	
7.03 Cab Mount LED Flashing Light	450.00	377.00	410.00	
	\$48,145.00	\$48,664.00	\$48,620.00	
			\$48,145.00	
			LVP	

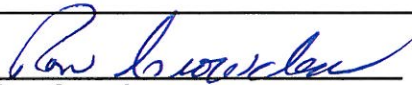
NOTE: Gerald Jones Ford has agreed to match the non-local vendor's price through the LVP Program.

SHEET 4

OFFICIAL

 Bid #16-190 11,000 GVW Series Pickup Trucks for Augusta, Georgia - Fleet Management Bid Opening Date: Friday, June 17, 2016 at 11:00 a.m.				
Vendors	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Lowest Non-Local Vendor	Accept or Decline	
			Accept	Decline
5.00 11,000 GVW Series Truck Vehicle and Options Required				
5.12 Fullsize Truck, Crew Cab, 4 drs	\$39,030.00	\$37,594.00	✓	
5.14 Heavy Duty Tow	STANDARD	N/A	✓	
5.15 Heavy Duty Tow Package	\$115.00	\$120.00	✓	
5.17 Pickup box deleted	-\$63.00	-\$249.00	✓	
5.18 Trailer Tow Mirrors, manual adj	N/C	STANDARD	✓	
5.22 Skid Plate Package	\$92.00	\$95.00	✓	
5.24 Black Platform running boards	\$341.00	\$345.00	✓	
5.25 Electric windows and locks	\$1,035.00	INCLUDED	✓	
5.26 5th wheel gooseneck hitch pkg	\$341.00	\$345.00	✓	
5.35 All vehicle keys w/three steel	\$49.00	\$60.00	✓	
6.00 Outfitter's Speciality Items				
6.01 Fire Extinguisher	\$50.00	\$55.00	✓	
6.04 Electric brake control	\$125.00	\$250.00	✓	
6.06 Serv Body Bumper/ball hitch	\$5,525.00	\$6,010.00	✓	
6.15 Service body Bumper	\$390.00	\$615.00	✓	
6.18 Spotlight	\$365.00	\$375.00	✓	
6.21 Trailer Hitch	\$200.00	\$100.00	✓	
6.25 Pintle hook	\$140.00	\$225.00	✓	
6.27 Pipe Vise	\$290.00	\$325.00	✓	
6.29 Spot mirrors	NO CHARGE	N/A	✓	
6.32 Window tint crew cab	\$145.00	\$315.00	✓	
7.00 Alert Warning Systems				
7.01 Backup alarm	\$40.00	\$80.00	✓	
7.03 Cab Mount Light	\$410.00	\$450.00	✓	
2017 11,000 GVW PICKUP TRUCK:				
Total	\$48,820.00	\$48,145.00	✓	
Please indicate if you wish to match the bid of the lowest non-local bidder by selecting the appropriate box to the right of the total amount. Please sign, date and return this form no later than Wednesday, October 19, 2016 Sign:  Date: <u>10-12-16</u>				

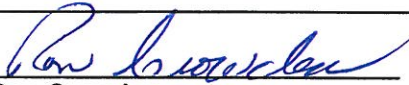
AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: Utilities-Fort Gordon		Department Number 506-04-3430		Date: 1/18/2017	
Vehicle Description: 2001 Ford E-350, Crew Cab-Utility Body			Asset #: F00095		
Assigned Use: Used on Fort Gordon to carry equipment and pull medium size construction equipment to work locations					
Actual Age: 15		Current miles: 110,800		Purchase Price: \$31,547.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 15	Miles or Hours 10	Type of Service 3	Reliability 5	Maint/Repair 4	Condition: 3
Evaluation Points 40			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: Vehicle was towed to Heavy Equipment Shop for evaluation and possible repair. Inspections showed oil in coolant recovery tank, no coolant in oil or fuel system and the recovery tank leaking. Ball joints worn out and left and right inner and outer tie rods needed replacement. Estimate to repair was in excess of \$12,000. Truck is uneconomically repairable.					
 Ron Crowden Fleet Manager					
Replacement Date: 2017			Fiscal Year Replacement: 2017		
Estimated Replacement Cost: \$48,145.00			Funding Source: GMA Lease Program		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		

AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: Utilities-Fort Gordon		Department Number 506-04-3430		Date: 1/18/2017	
Vehicle Description: 2001 Ford E-350, Crew Cab-Utility Body			Asset #: F00095		
Assigned Use: Used on Fort Gordon to carry equipment and pull medium size construction equipment to work locations					
Actual Age: 15		Current miles: 110,800		Purchase Price: \$31,547.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 15	Miles or Hours 10	Type of Service 3	Reliability 5	Maint/Repair 4	Condition: 3
Evaluation Points 40			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: Vehicle was towed to Heavy Equipment Shop for evaluation and possible repair. Inspections showed oil in coolant recovery tank, no coolant in oil or fuel system and the recovery tank leaking. Ball joints worn out and left and right inner and outer tie rods needed replacement. Estimate to repair was in excess of \$12,000. Truck is uneconomically repairable.					
 Ron Crowden Fleet Manager					
Replacement Date: 2017			Fiscal Year Replacement: 2017		
Estimated Replacement Cost: \$48,145.00			Funding Source: GMA Lease Program		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		

Invitation To Bid

Sealed bids will be received at this office until Friday, June 17, 2016 @ 11:00 a.m. for furnishing:

Bid Item #16-188 9,500 GVW Series Pickup Trucks for Augusta Fleet Department
Bid Item #16-190 11,000 GVW Series Pickup Trucks for Augusta Fleet Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
 Augusta Procurement Department
 535 Telfair Street - Room 605
 Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, June 3, 2016 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

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

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 12, 19, 26, June 2, 2016
 Metro Courier May 18, 2016

OFFICIAL



Bid #16-190
11,000 GVW Series Pickup Trucks
for Augusta, Georgia - Fleet Management
Bid Opening Date: Friday, June 17, 2016 at 11:00 a.m.

Total Number Specifications Mailed Out: 21
 Total Number Specifications Download (Demandstar):
 Total Electronic Notifications (Demandstar):
 Mandatory Pre-Bid/Telephone Conference: NOT APPLICABLE
 Total packages submitted: 4
 Total Noncompliant: 1

Vendors	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Allan Vigil Ford 6790 Mt. Zion Blvd Morrow, GA 30260	Fairway of Augusta 4333 Washingtgn Rd Evans, GA 30809	Ben Mynatt Chevrolet 281 Concord Pkwy S Concord, NC 28027
Attachment B	YES	YES	YES	YES
E-Verify Number	933751	94460	689647	NO
SAVE Form	YES	YES	YES	YES
5.00 11,000 GVW Series Truck Vehicle and Options Required				
5.01 Fullsize Truck, Rg Cab 2 wheel drive	\$31,513.00	\$30,253.00	\$32,039.00	Non-Compliant
5.02 Fullsize Truck, Rg Cab 4 wheel drive	\$32,850.00	\$31,626.00	\$25,176.00	
5.03 Fullsize Truck, Reg Cab 2 wheel drive	\$34,221.00	\$32,935.00	\$31,805.00	
5.04 Fullsize Truck, Reg Cab 4 wheel drive	\$35,553.00	\$34,194.00	\$35,505.00	
5.05 Fullsize Truck, Ext Cab 2 wheel drive, 4 doors	\$33,837.00	\$32,632.00	\$31,637.00	
5.06 Fullsize Truck, Ext Cab 4 wheels door, 4 doors	\$35,169.00	\$33,896.00	\$35,137.00	
5.07 Fullsize Truck, Ext Cab	\$36,544.00	\$35,199.00	\$35,238.00	
5.08 Fullsize Truck, Ext Cab	\$39,030.00	\$36,439.00	\$38,530.00	
5.09 Fullsize Truck, Crew Cab	\$34,990.00	\$33,688.00	\$32,543.00	
5.10 Fullsize Truck, Crew Cab, 4 drs	\$36,222.00	\$34,952.00	\$36,643.00	
5.11 Fullsize Truck, Crew Cab, 4 drs	\$37,697.00	\$36,280.00	\$35,144.00	
5.12 Fullsize Truck, Crew Cab, 4 drs	\$39,030.00	\$37,594.00	\$39,140.00	
5.13 Gasoline Engine, min 6.2L	N/C	-\$7,606.00	-\$7,650.00	
5.14 Heavy Duty Tow	STANDARD	N/A	STANDARD	
5.15 Heavy Duty Tow Package	\$115.00	\$120.00	\$148.00	
5.16 Rear Seat deleted	\$100.00	N/A	N/A	
5.17 Pickup box deleted	-\$63.00	-\$249.00	-\$300.00	
5.18 Trailer Tow Mirrors, manual adj	N/C	STANDARD	STANDARD	
5.19 Trailer tow mirrors, man adj pwr	\$257.00	INCLUDED	N/A	
5.20 Roof Clearance Lights	\$73.00	\$85.00	\$73.00	

OFFICIAL



Bid #16-190
11,000 GVW Series Pickup Trucks
for Augusta, Georgia - Fleet Management
Bid Opening Date: Friday, June 17, 2016 at 11:00 a.m.

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 Mandatory Pre-Bid/Telephone Conference: NOT APPLICABLE
 Total packages submitted: 4
 Total Noncompliant: 1

Vendors	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Allan Vigil Ford 6790 Mt. Zion Blvd Morrow, GA 30260	Fairway of Augusta 4333 Washingt n Rd Evans, GA 30809	Ben Mynatt Chevolet 281 Concord Pkwy S Concord, NC 28027
5.21 Speed Control/tilt steering	\$216.00	\$220.00	\$216.00	
5.22 Skid Plate Package	\$92.00	\$95.00	\$92.00	
5.23 Power Take-Off Provision	\$257.00	\$265.00	\$257.00	
5.24 Black Platform running boards	\$341.00	\$345.00	\$295.00 / \$345.00	
5.25 Electric windows and locks	\$1,035.00	INCLUDED	\$841.00 / \$1035.00	
5.26 5th wheel gooseneck hitch pkg	\$341.00	\$345.00	\$341.00	
5.27 Splash guards/mud flaps	\$119.00	\$120.00	\$119.00	
5.28 3.73 Electronic locking axle rat	\$359.00	N/A	INCLUDED	
5.29 AM/FM stereo/single CD	\$358.00	\$1,025.00	\$589.00	
5.30 Camper Suspension	\$148.00	\$150.00	\$148.00	
5.31 Power Equipment Group	\$1,035.00	\$1,040.00	\$841.00 / \$1035.00	
5.32 Tailgate step	\$345.00	\$350.00	\$345.00	
5.33 17" 6-spoke cast alum wheels	\$552.00	\$555.00	\$552.00	
5.34 XL appearance group	\$1,085.00	\$700.00	\$203.00	
5.35 All vehicle keys w/three steel	\$49.00	\$60.00	INCLUDED	
5.36 Upfitter switches	\$152.00	\$155.00	\$152.00	
5.37 CNG System	\$11,493.00	\$13,850.00	\$9527.00 / CNG \$289.00	
6.00 Outfitter's Speciality Items				
6.01 Fire Extinguisher	\$50.00	\$55.00	\$60.00	
6.02 Outlet receptacle	\$50.00	\$55.00	\$96.00	
6.03 Bedliner	\$349.00	\$355.00	\$349.00	
6.04 Electric brake control	\$125.00	\$250.00	\$249.00	
6.05 Service Body	\$4,995.00	\$5,967.00	\$4,895.00	
6.06 Serv Body Bumper/ball hitch	\$5,525.00	\$6,010.00	\$5,600.00	
6.07 Crane Body	\$8,800.00	\$8,440.00	\$8,950.00	
6.08 Service Crane	\$9,400.00	\$15,665.00	\$8,820.00	
6.09 J-Hook railing	\$190.00	\$590.00	\$160.00	
6.10 PANEL TOP	\$3,950.00	\$6,120.00	\$3,700.00	
6.11 Panel top	\$4,150.00	\$6,450.00	\$3,900.00	

OFFICIAL



Bid #16-190
11,000 GVW Series Pickup Trucks
for Augusta, Georgia - Fleet Management
Bid Opening Date: Friday, June 17, 2016 at 11:00 a.m.

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 Total Number Specifications Download (Demandstar):
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 Mandatory Pre-Bid/Telephone Conference: NOT APPLICABLE
 Total packages submitted: 4
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Vendors	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Allan Vigil Ford 6790 Mt. Zion Blvd Morrow, GA 30260	Fairway of Augusta 4333 Washingtgn Rd Evans, GA 30809	Ben Mynatt Chevrolet 281 Concord Pkwy S Concord, NC 28027
6.12 Service Body	\$400.00	\$490.00	\$355.00	
6.13 Service, DRW	\$390.00	\$568.00	\$455.00	
6.14 Service Body, SRW	\$300.00	\$555.00	\$285.00	
6.15 Service body Bumper	\$390.00	\$615.00	\$377.00	
6.16 flatbed body	\$3,600.00	\$4,800.00	\$3,500.00	
6.17 tool box	\$500.00	\$325.00	\$450.00	
6.18 Spotlight	\$365.00	\$375.00	\$230.00	
6.19 Spotlights	\$730.00	\$750.00	\$460.00	
6.20 Toolbox	\$259.00	\$1,250.00	\$259.00	
6.21 Trailer Hitch	\$200.00	\$100.00	\$290.00	
6.22 Trailer wiring	\$25.00	\$100.00	\$25.00	
6.23 Trailer Ball	\$15.00	\$25.00	\$15.00	
6.24 Pintle hook	\$120.00	\$150.00	\$150.00	
6.25 Pintle hook	\$140.00	\$225.00	\$175.00	
6.26 Tommy Gate Lift	\$2,395.00	\$2,210.00	\$2,395.00	
6.27 Pipe Vise	\$290.00	\$325.00	\$290.00	
6.28 Backrack cab protector	\$850.00	\$750.00	\$795.00	
6.29 Spot mirrors	NO CHARGE	N/A	STANDARD	
6.30 Window Tint	\$100.00	\$175.00	\$75.00	
6.31 Window Tint,	\$125.00	\$255.00	\$175.00	
6.32 Window tint crew cab	\$145.00	\$315.00	\$175.00	
7.00 Alert Warning Systems				
7.01 Backup alarm	\$40.00	\$80.00	\$40.00	
7.02 Magnetic LED light	\$270.00	\$300.00	\$316.20	
7.03 Cab Mount Light	\$410.00	\$450.00	\$377.40	
7.03 Traffic advisor light bar	\$1,110.00	\$1,275.00	\$1,067.60	
2017 11,000 GVW PICKUP TRUCK:				
Year	2017	2017	2017	
Make	FORD	FORD	FORD	
Model	F350	F350	F350	

OFFICIAL



Bid #16-190
11,000 GVW Series Pickup Trucks
for Augusta, Georgia - Fleet Management
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Mandatory Pre-Bid/Telephone Conference: NOT APPLICABLE
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Vendors	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Allan Vigil Ford 6790 Mt. Zion Blvd Morrow, GA 30260	Fairway of Augusta 4333 Washingotn Rd Evans, GA 30809	Ben Mynatt Chevolet 281 Concord Pkwy S Concord, NC 28027
Approximate Delivery Date	120 Days	75-100 Days	90-120 Days	



FINANCE DEPARTMENT

Donna B. Williams, CGFM
Director

Ron Crowden
Fleet Manager

MEMORANDUM

TO: MS. GERI SAMS

FROM: RON CROWDEN

SUBJECT: BID AWARD REQUEST-BID 16-190

DATE: JUNE 24, 2016

Fleet Management would like to request the award for the attached compilation sheets for bid 16-190, 11,000 GVW pickup trucks, which opened on June 17, 2016, be offered as follows:

Sheet 1 – Request award to Gerald Jones Ford as the lowest bidder.

Sheet 2 – Request award offer to Gerald Jones Ford through the Local Vendor Preference Option. The local bidder, Gerald Jones Ford, though not the lowest bidder, is within the 10% price requirement therefore is eligible for the Local Vendor Preference option and also met all bid specifications required by Augusta.

Other compilations may be forwarded at a later date depending on the various departments vehicle requirements.

Please let us know when the vendor paperwork is completed on this award request so that we may move forward with the purchase process accordingly.

If you have any questions or concerns, please contact me.

Best Personal Regards,

A handwritten signature in cursive script, appearing to read "Ron Crowden".

Ron Crowden
Fleet Manager

2016 11,000 GVW PICKUP TRUCK

FOR ALL DEPARTMENTS-11,000 GVW TRUCK-BIDS OPENING 6/17/16 @ 11:00

BID 16-190	Allan Vigil Ford	Fairway Ford	Gerald Jones Ford	Ben Mynatt Chevrolet
Year	2017	2017	2017	NON
Brand	Ford	Ford	Ford	COMPLIANT
Model	F350	F350	F350	BID
Delivery Date	75-100 Days	90-120 Days	120 Days	
5.01 Price -RC-4x2-SRW	\$30,253.00	\$32,039.00	\$31,513.00	
5.02 Price - RC-4x2-DRW	\$31,626.00	\$25,176.00	\$32,850.00	
5.03 Price - RC-4x4-SRW	\$32,935.00	\$31,805.00	\$34,221.00	
5.04 Price - RC-4x4-DRW	\$34,194.00	\$35,505.00	\$35,553.00	
5.05 Price - EC-4x2-SRW	\$32,632.00	\$31,637.00	\$33,837.00	
5.06 Price - EC-4x2-DRW	\$33,896.00	\$35,137.00	\$35,169.00	
5.07 Price - EC-4x4-SRW	\$35,199.00	\$35,238.00	\$36,544.00	
5.08 Price - EC-4x4-DRW	\$36,439.00	\$38,530.00	\$39,030.00	
5.09 Price - CC-4x2-SRW	\$33,688.00	\$32,543.00	\$34,990.00	
5.10 Price - CC-4x2-DRW	\$34,952.00	\$36,643.00	\$36,222.00	
5.11 Price - CC-4x4-SRW	\$36,280.00	\$35,144.00	\$37,697.00	
5.12 Price - CC-4x4-DRW	\$37,594.00	\$39,140.00	\$39,030.00	
5.13 6.2L Gasoline Engine	-\$7,606.00	-\$7,650.00	n/c	
5.14 HD Tow Package	n/a	0.00	0.00	
5.15 HD Suspension Package	120.00	148.00	115.00	
5.16 Rear Seat Deleted	n/a	n/a	100.00	
5.17 Pickup Box Deleted	-249.00	-300.00	-63.00	
5.18 Trailer Tow Mirrors, Manual	0.00	0.00	0.00	
5.19 Trailer Tow Mirrors, Heated	See 5.31	See 5.31	257.00	
5.20 Roof Clearance Lights	85.00	73.00	73.00	
5.21 Speed Control/Tilt Steering	220.00	216.00	216.00	
5.22 Skid Plate Package	95.00	92.00	92.00	
5.23 PTO for Transmission	265.00	257.00	257.00	
5.24 Black Platform Running Boards	345.00	345.00	341.00	
5.25 Electric Windows & Door Locks	1,035.00	1,035.00	1,035.00	
5.26 5th Wheel Gooseneck Hitch Prep Pkg	345.00	341.00	341.00	
5.27 Splash Guards/Mud Flaps	120.00	119.00	119.00	
5.28 3.73 Electronic Locking Axle Ratio	0.00	0.00	359.00	
5.29 AM/FM Stereo/Single CD with SYNC Basic	1,025.00	589.00	358.00	
5.30 Camper Suspension Pkg	150.00	148.00	148.00	
5.31 Power Equipment Group	1,040.00	1,035.00	1,035.00	
5.32 Tailgate Step	350.00	345.00	345.00	
5.33 17" 6-Spoke Aluminum Cast Wheels (SRW)	555.00	552.00	552.00	
5.34 XL Appearance Group	700.00	203.00	1,085.00	
5.35 Three Keys	60.00	0.00	49.00	
5.36 Upfitter Switches	155.00	152.00	152.00	
5.37 CNG Package	13,850.00	9,816.00	11,493.00	
6.00 OUTFITTER'S SPECIALTY ITEMS				
6.01 Fire Extinguisher	55.00	60.00	50.00	
6.02 Three Plug Outlet Receptacle	55.00	96.00	50.00	
6.03 Bed Liner	355.00	349.00	349.00	
6.04 Electric Brake Controller	250.00	249.00	125.00	
6.05 8' Service Body-SRW	5,967.00	4,895.00	4,995.00	
6.06 8' Service Body-DRW	6,010.00	5,600.00	5,525.00	
6.07 Crane Service Body	8,440.00	8,950.00	8,800.00	
6.08 Service Crane	15,665.00	8,820.00	9,400.00	
6.09 J Hooks and Railing	590.00	160.00	190.00	
6.10 Panel Top-60"	6,120.00	3,700.00	3,950.00	
6.11 Panel Top-72"	6,450.00	3,900.00	4,150.00	
6.12 Service Body Bumper-SRW-Ball	490.00	355.00	400.00	
6.13 Service Body Bumper-DRW-Ball	568.00	455.00	390.00	
6.14 Service Body Bumper-SRW-Pintle	555.00	285.00	300.00	
6.15 Service Body Bumper-DRW-Pintle	615.00	377.00	390.00	
6.16 Flatbed Body	4,800.00	3,500.00	3,600.00	
6.17 Tool Boxes-Underbody	325.00	450.00	500.00	
6.18 Single Spotlight	375.00	230.00	365.00	
6.19 Dual Spotlights	750.00	460.00	730.00	
6.20 Toolbox-Aluminum	1,250.00	259.00	259.00	
6.21 Class IV Trailer Hitch	100.00	290.00	200.00	
6.23 Trailer Ball	25.00	15.00	15.00	
6.24 Pintle Hook-Single	150.00	150.00	120.00	
6.25 Pintle Hook-Dual Purpose	225.00	175.00	140.00	
6.26 Tommy Gate Lift	2,210.00	2,395.00	2,395.00	
6.27 Pipe Vise-Rigid Model 40195	325.00	290.00	290.00	
6.28 Backrack Cab Protector/Siderails	750.00	795.00	850.00	
6.29 Spot Mirrors	0.00	0.00	0.00	
6.30 Window Tint-RC	175.00	75.00	100.00	
6.31 Window Tint-EC	255.00	175.00	125.00	
6.32 Window Tint-CC	315.00	175.00	145.00	
7.00 ALERT WARNING SYSTEMS				
7.01 Backup Alarm	80.00	40.00	40.00	
7.02 Magnetic LED Cab Light	300.00	316.00	270.00	
7.03 Cab Mount LED Flashing Light	450.00	377.40	410.00	
7.05 Traffic Advisor-Dual	1,275.00	1,067.00	1,110.00	
TOTAL	\$40,317.00	\$40,720.40	\$40,190.00	

2016 10,000 GVW PICKUP TRUCK

FOR ALL DEPARTMENTS-11,000 GVW TRUCK-BIDS OPENING 6/17/16 @ 11:00

BID 16-190	Allan Vigil Ford	Fairway Ford	Gerald Jones Ford	Ben Mynatt Chevrolet		Allan Vigil Ford	Fairway Ford	Gerald Jones Ford
Year	2017	2017	2017	NON COMPLIANT BID				
Brand	Ford	Ford	Ford					
Model	F350	F350	F350					
Delivery Date	75-100 Days	90-120 Days	120 Days					
5.01 Price - RC-4x2-SRW	\$30,253.00	\$32,039.00	\$31,513.00					
5.02 Price - RC-4x2-DRW	\$31,626.00	\$25,176.00	\$32,850.00					
5.03 Price - RC-4x4-SRW	\$32,935.00	\$31,805.00	\$34,221.00					
5.04 Price - RC-4x4-DRW	\$34,194.00	\$35,505.00	\$35,553.00					
5.05 Price - EC-4x2-SRW	\$32,632.00	\$31,637.00	\$33,837.00					
5.06 Price - EC-4x2-DRW	\$33,896.00	\$35,137.00	\$35,169.00		5.06	\$33,896.00	\$35,137.00	\$35,169.00
5.07 Price - EC-4x4-SRW	\$35,199.00	\$35,238.00	\$36,544.00					
5.08 Price - EC-4x4-DRW	\$36,439.00	\$36,530.00	\$39,030.00					
5.09 Price - CC-4x2-SRW	\$33,088.00	\$32,543.00	\$34,990.00					
5.10 Price - CC-4x2-DRW	\$34,952.00	\$36,643.00	\$36,222.00					
5.11 Price - CC-4x4-SRW	\$36,280.00	\$35,144.00	\$37,697.00					
5.12 Price - CC-4x4-DRW	\$37,594.00	\$39,140.00	\$39,030.00					
5.13 6.2L Gasoline Engine	-\$7,606.00	-\$7,650.00	n/c					
5.14 HD Tow Package	n/a	0.00	0.00		5.14	n/a	0.00	0.00
5.15 HD Suspension Package	120.00	148.00	115.00		5.15	120.00	148.00	115.00
5.16 Rear Seat Deleted	n/a	n/a	100.00					
5.17 Pickup Box Deleted	-249.00	-300.00	-63.00		5.17	-249.00	-300.00	-63.00
5.18 Trailer Tow Mirrors, Manual	0.00	0.00	0.00		5.18	0.00	0.00	0.00
5.19 Trailer Tow Mirrors, Heated	See 5.31	See 5.31	257.00					
5.20 Roof Clearance Lights	85.00	73.00	73.00					
5.21 Speed Control/Tilt Steering	220.00	216.00	216.00					
5.22 Skid Plate Package	95.00	92.00	92.00					
5.23 PTO for Transmission	265.00	257.00	257.00					
5.24 Black Platform Running Boards	345.00	345.00	341.00					
5.25 Electric Windows & Door Locks	1,035.00	1,035.00	1,035.00		5.25	1,035.00	1,035.00	1,035.00
5.26 5th Wheel Gooseneck Hitch Prep Pkg	345.00	341.00	341.00		5.26	345.00	341.00	341.00
5.27 Splash Guards/Mud Flaps	120.00	119.00	119.00					
5.28 3.73 Electronic Locking Axle Ratio	0.00	0.00	359.00					
5.29 AM/FM Stereo/Single CD with SYNC Basic	1,025.00	589.00	358.00					
5.30 Camper Suspension Pkg	150.00	148.00	148.00					
5.31 Power Equipment Group	1,040.00	1,035.00	1,035.00					
5.32 Tailgate Step	350.00	345.00	345.00					
5.33 17" 6-Spoke Aluminum Cast Wheels (SRW)	555.00	552.00	552.00					
5.34 XL Appearance Group	700.00	203.00	1,085.00					
5.35 Three Keys	60.00	0.00	49.00		5.35	60.00	0.00	49.00
5.36 Upfitter Switches	155.00	152.00	152.00					
5.37 CNG Package	13,850.00	9,816.00	11,493.00					
6.00 OUTFITTER'S SPECIALTY ITEMS								
6.01 Fire Extinguisher	55.00	60.00	50.00		6.01	55.00	60.00	50.00
6.02 Three Plug Outlet Receptacle	55.00	96.00	50.00					
6.03 Bed Liner	355.00	349.00	349.00					
6.04 Electric Brake Controller	250.00	249.00	125.00		6.04	250.00	249.00	125.00
6.05 8' Service Body-SRW	5,967.00	4,895.00	4,995.00					
6.06 8' Service Body-DRW	6,010.00	5,800.00	5,525.00		6.06	6,010.00	5,800.00	5,525.00
6.07 Crane Service Body	8,440.00	8,950.00	8,800.00					
6.08 Service Crane	15,665.00	8,820.00	9,400.00					
6.09 J Hooks and Railing	590.00	160.00	190.00					
6.10 Panel Top-60"	6,120.00	3,700.00	3,950.00					
6.11 Panel Top-72"	6,450.00	3,900.00	4,150.00					
6.12 Service Body Bumper-SRW-Ball	490.00	355.00	400.00					
6.13 Service Body Bumper-DRW-Ball	568.00	455.00	390.00					
6.14 Service Body Bumper-SRW-Pintle	555.00	285.00	300.00					
6.15 Service Body Bumper-DRW-Pintle	615.00	377.00	390.00		6.15	615.00	377.00	390.00
6.16 Flatbed Body	4,800.00	3,500.00	3,600.00					
6.17 Tool Boxes-Underbody	325.00	450.00	500.00					
6.18 Single Spotlight	375.00	230.00	365.00		6.18	375.00	230.00	365.00
6.19 Dual Spotlights	750.00	460.00	730.00					
6.20 Toolbox-Aluminum	1,250.00	259.00	259.00					
6.21 Class IV Trailer Hitch	100.00	290.00	200.00		6.21	100.00	290.00	200.00
6.23 Trailer Ball	25.00	15.00	15.00					
6.24 Pintle Hook-Single	150.00	150.00	120.00					
6.25 Pintle Hook-Dual Purpose	225.00	175.00	140.00		6.25	225.00	175.00	140.00
6.26 Tommy Gate Lift	2,210.00	2,395.00	2,395.00					
6.27 Pipe Vise-Rigid Model 40195	325.00	290.00	290.00		6.27	325.00	290.00	290.00
6.28 Backrack cab protector/Siderails	750.00	795.00	850.00					
6.29 Spot Mirrors	0.00	0.00	0.00		6.29	0.00	0.00	0.00
6.30 Window Tint-RC	175.00	75.00	100.00					
6.31 Window Tint-EC	255.00	175.00	125.00		6.31	255.00	175.00	125.00
6.32 Window Tint-CC	315.00	175.00	145.00					
7.00 ALERT WARNING SYSTEMS								
7.01 Backup Alarm	80.00	40.00	40.00		7.01	80.00	40.00	40.00
7.02 Magnetic LED Cab Light	300.00	316.00	270.00					
7.03 Cab Mount LED Flashing Light	450.00	377.40	410.00		7.03	450.00	377.40	410.00
7.05 Traffic Advisor-Dual	1,275.00	1,067.00	1,110.00					
TOTAL	\$43,947.00	\$44,224.40	\$44,306.00					

NOTE: Gerald Jones Ford has the opportunity to match the non-local vendor's price through the LVP Program.

User: Mills, Phyllis

Organization: City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-16-190-0-2016/nw

Bid Name 11,000 GVW Series Pickup Trucks

1 Document(s) found for this bid

2 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Dana Safety Supply Operating as Southern Public Safety Equipment & Southern Firearms	3368545536	3368543884	1	1. Small Business		Documents
Dobbs Ford, Inc						Documents

Page 1 of 1

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Item # 2

MACOLM CUNNINGHAM CHEVROLET
ATTN: FLEET MANAGER
2031 GORDON HIGHWAY
AUGUSTA, GA 30909

FIVE STAR C/DODGE/JEEP
ATTN: CLARK LAMBERT
3068 RIVERSIDE DRIVE
MACON, GA 31210

JACKY JONES FORD, INC
ATTN: CLINT LAPRADE
P O BOX 1080 HWY 129S
CLEVELAND, GA 30528

HENNA CHEVROLET
ATTN: JIMMY SCOTT
3625 RICHLAND AVENUE W.
AIKEN, SC 29801

THOMSON CHRYSLER
ATTN: MAC MCALLISTER
2158 WASHINGTON ROAD
THOMSON, GA 30824

LEGACY FORD MERCURY, INC.
ATTN: BENNIE WALDROP
413 INDUSTRIAL BLVD
P.O. BOX 248
MCDONOUGH, GA 30253

FAIRWAY FORD OF AUGUSTA
ATTN: BRIAN STEWART
4333 WASHINGTON ROAD
EVANS, GA 30809

ALLAN VIGIL FORD
ATTN: BOB BURTNER
6790 MT. ZION BLVD.
P.O. BOX 100001
MORROW, GA 30260

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

AKINS FORD CORP
ATTN: FLEET SALES
220 WEST MAY STREET
WINDER, GA 30680

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

WADE FORD GOVERNMENT SALES
ATTN: ROGER MOORE
3860 SOUTH COBB DRIVE
SMYRNA, GA 30080

LOVE CHEVROLET
ATTN: DON WEAVER
P.O. BOX 8387
COLUMBIA, SC 29033

GERALD JONES FORD
ATTN: FLEET SALES
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

CARL BLACK BUICK-GMC
ATTN: ROBERT M. KLEPAK
1110 ROBERTS BLVD
KENNESAW, GA 30144

MILTON MARTIN HONDA
2420 BROWNS BRIDGE RD
GAINESVILLE, GA 30504

BRANNEN MOTOR CO.
ATTN: BOBBY REED
P. O. BOX 746
UNEDILLA, GA 31091

MASTERS OF AUGUSTA – GMC
ATTN: BUICK– FRANK WARD
ATTN: GMC – BERNARD HUGHES
3710 WASHINGTON ROAD
MARTINEZ, GA 30907

BID ITEM 16-190
11,000 GVW SERIES PICKUP TRUCKS
FOR FLEET MANAGEMENT
BID DUE: FRI., JUNE 17, 2016 @ 11:00AM

BID ITEM 16-190
11,000 GVW SERIES PICKUP TRUCKS
FOR FLEET MANAGEMENT
MAILED 12 MAY 2016

RON CROWDEN
FLEET MANAGEMENT

YVONNE GENTRY
LSBOP

RUSSELL SANDERS
FLEET MANAGEMENT
Item # 2



**Administrative Services Committee Meeting
1/31/2017 1:10 PM
Fleet Service Contract**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss the Fleet Services Contract. **(Requested by Commissioner Marion Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
1/31/2017 1:10 PM
Housing & Community Development Citizens Advisory Board**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss the duties and responsibilities of the Housing and Community Development Citizens Advisory Board. **(Requested by Commissioner Marion Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

UPDATED 02/02/16

NAME OF BOARD

**HOUSING AND NEIGHBORHOOD DEVELOPMENT
ADVISORY BOARD**

<u>Members and Districts</u>	<u>Appointment</u>	<u>Effective</u>	<u>Expires</u>
<u>Mayoral</u> James Rouse	09/04/07	Immediately	3/31/2011
<u>District 1</u> Leon Maben	01/19/16	Immediately	3/31/2017
<u>District 2</u> Levert Lane	05/05/15	Immediately	3/31/2019
<u>District 3</u> Colis Ivey	02/02/16	Immediately	3/31/2017
<u>District 4</u> Stanley Williams	02/03/15	Immediately	3/31/2019
<u>District 5</u> L.A. Green	04/21/15	Immediately	3/31/2017
<u>District 6</u> Cleveland O'Stein	06/18/02	Immediately	3/31/2004
<u>District 7</u> Jeffery Foreman	01/17/06	Immediately	3/31/2010
<u>District 8</u> Irma Williams	03/29/05	Immediately	3/31/2008
<u>District 9</u> Barbara Gordon	03/21/06	Immediately	3/31/2010
<u>District 10</u> Jay Forrester (Resigned)	03/29/05	Immediately	3/31/2008

Meeting Date: N/A
Where: N/A

CREATED: Resolution of Augusta Commission November 5, 1996

FUNCTION: It shall be the responsibility of the Advisory Committee with technical assistance and guidance from the Housing & Neighborhood Development Department to evaluate and recommend to the Housing & Neighborhood Development Department for recommendation to the Augusta-Richmond County Commission annually a proposed allocation of CDBG funds anticipated to be awarded to Augusta-Richmond County, and for recommendation to the commission proposed allocation of any recaptured or programed funds.

CONTACT: Housing & Neighborhood Development Department, 706-821-1797

RESOLUTION

WHEREAS, Augusta-Richmond County receives Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development; and

WHEREAS, such CDBG funds must be allocated among the various projects and entities submitting requests for the funds; and

WHEREAS, in order to assure a competitive process and to evaluate the proposed projects and uses in a non-political environment, the Augusta-Richmond County Commission deems it desirable to establish a Housing & Neighborhood Development Advisory Committee to assist the Housing & Neighborhood Development Department in evaluating such projected use of CDBG funds;

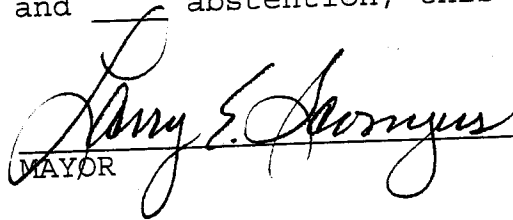
NOW, THEREFORE, BE IT RESOLVED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION that a Housing & Neighborhood Development Advisory Committee is hereby established, to consist of ten (10) members, with one member to be appointed from each Commission district to assist the Housing & Neighborhood Development Department in evaluating projected uses of CDBG funds. The initial members of the Advisory Committee shall be appointed for a term to run concurrently with the term of the Commissioner for such district, and thereafter, each appointee to said Committee shall

serve for a term of four (4) years.

BE IT FURTHER RESOLVED that it shall be the responsibility of the Advisory Committee with technical assistance and guidance from the Housing & Neighborhood Development Department to evaluate and recommend to the Housing & Neighborhood Development Department for recommendation to the Augusta-Richmond County Commission annually a proposed allocation of CDBG funds anticipated to be awarded to Augusta-Richmond County, and for recommendation to the Commission proposed allocation of any recaptured or unprogramed funds.

BE IT FURTHER RESOLVED that the members of the Advisory Committee shall serve without compensation.

Duly adopted by the Augusta-Richmond County Commission by a vote of 10 for, 0 against, and abstention, this 5 day of November, 1996.


MAYOR

ATTEST:


CLERK

BY-LAWS CITIZENS ADVISORY COMMITTEE

The following bylaws shall apply to the Citizens Advisory Committee established as a part of Augusta's Citizen Participation Plan for Community Development Programs financed in whole or part by the U.S. Department of Housing and Urban Development (HUD).

ARTICLE I. DEFINITIONS

The following definitions shall apply to the terms below as they may appear throughout the bylaws:

Action Plan – A one-year plan that gives specific information about how the Augusta, Georgia will use CDBG, HOME, ESG, HOPWA and other related federal funds to work toward reaching the goals set forth in the City's Consolidated Plan.

Community Development Block Grant (CDBG) – Federal program authorized for community development as a result of Title I of the Housing and Community Act of 1974, as amended.

Emergency Shelter Grant (ESG) – Federal program authorized specifically to assist homeless persons as a result of Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended

HOME Investment Partnerships (HOME) – Federal program authorized for housing activities as a result of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended.

Housing Opportunities for Persons With Aids (HOPWA) – Federal program created through the National Affordable Housing Act of 1990 and authorized by the AIDS Housing Opportunity Act of 1992. Funds are authorized for use for housing and supportive services for persons medically diagnosed with HIV/AIDS.

Consolidated Plan – The document submitted to HUD that serves as the planning document for Augusta, Georgia and an application for funding under the following formula grant programs: CDBG, HOME, ESG and HOPWA, which is prepared in accordance with the applicable federal regulations.

ARTICLE II. FUNCTIONS AND ROLE

1. The Citizens Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Housing and Community Development Department (formerly known as Housing and Economic Development) in the planning, development, implementation, and assessment of all projects funded, or proposed to be funded, under the following HUD programs: Community

following year. To be considered for office a committee member must have served on the Committee for at least one (1) calendar year.

ARTICLE IV. STAFF LIAISON

The Director of the Housing and Community Development Department, or the Director's designee, shall serve as a staff liaison to the Citizens Advisory Committee. The Director, or designee, shall assist the Chair in preparing meeting agendas, recording and transcribing the minutes of all meetings, and handling all related correspondence with Committee members.

ARTICLE V. VOTING

1. Each Committee member, including the Chair and Vice-chair, shall vote. A committee member shall abstain from voting in the event of a conflict of interest. The committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest form.
2. Voting by proxy or absentee is prohibited.

ARTICLE VI. ATTENDANCE REQUIREMENTS

Faithful and prompt attendance at all meetings of the Citizens Advisory Committee, and conscientious performance of the duties required of members, shall be a prerequisite to continuing membership on the Committee.

1. Any member who for reasons other than sickness or bona fide emergency misses (a) three (3) consecutive regular meetings or (b) thirty (30%) percent of all meetings within a calendar year shall be recommended for replacement. Any member who is unable to attend a meeting, whether regular or special, shall contact the Director, or designee, as soon as possible so that the Director can determine and report to the Chair whether or not a quorum can be established.
2. The Director, or designee, shall maintain a record of attendance for each committee member. The Director shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings or thirty (30%) percent of all meetings within a calendar year. The Director's letter of notice shall include a request to the appointing Commissioner to appoint a new member.
3. In the event of a violation of the attendance requirements, the Citizens Advisory Committee may vote to recommend to the Augusta Commission that a vacancy be declared and that the vacant position be filled in an expeditious manner.

ARTICLE IX. STAFFING ARRANGEMENTS.

Assistance shall be provided to the Citizens Advisory Committee by the Housing and Community Development Department staff. The Housing and Community Development Department staff shall assist the Director, or designee, in coordinating all information submitted from other sources to the Committee.

Specifically, it shall be the responsibilities of the Housing and Community Development staff, under the direction of the Director, to:

1. Draft and mail agendas and information packets and arrange the time and place of meetings.
2. Make available, in conjunction with the Chair, relevant information and prepare all staff recommendations.
3. Make available copies of comments, proposals or any other information submitted from other sources (i.e. neighborhood meetings, non-profit organizations, departmental staff, appointed and elected officials, etc.) on a timely basis.
4. Apprise the Citizens Advisory Committee of the current federal regulations and changes in those regulations on a timely basis.
5. Serve as a liaison between the Citizens Advisory Committee and other departments.
6. Provide technical assistance to the Citizens Advisory Committee.

ARTICLE X. NOTICE AND PUBLIC INFORMATION.

- (1) The Director, or designee, shall be responsible for ensuring compliance with the Georgia Open Records and Open Meetings Acts.
- (2) The Director, or designee, is required to comply with guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.

ARTICLE XI. AMENDMENTS.

These by-laws applicable to the Citizens Advisory Committee may be amended or revised by the affirmative vote of six (6) members of the Augusta Commission. All amendments or revisions to these by-laws shall be filed with the Clerk of Commission.



**Administrative Services Committee Meeting
1/31/2017 1:10 PM**

**Housing and Community Development Department's (HCDs) Federal Contract/Agreement Procedure
for 2017**

Department: Housing and Community Development Department

Presenter: Mr. Hawthorne Welcher, Jr. - Director

Caption: Motion to approve Housing and Community Development Department's contract procedure relative to authorization of agreements/contracts/HUD forms for the various federal programs administered by the Department for program/calendar year 2017. (Referred from January 10 Administrative Services Committee)

Background: Each year the City receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership (HOME), and Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program (NSP 1 and 3), Supportive Housing Program (SHP), Continuum of Care Program (CoC) funds from the U. S. Department of Housing and Urban Development. These funds are used to fund agencies and projects to assist low to moderate income persons and revitalize low-income neighborhoods. The Augusta Housing and Community Development Department (AHCD) annually solicits proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan that is presented to the Augusta Commission for approval. To carry out the projects presented in the Action Plan, HUD requires the City to have agreements with each agency that is to be funded. If a project involves construction, a construction contract and/or professional service contracts may also be required. HUD regulations require grantees to meet a federally mandated spend-down threshold (Timeliness Standard). It is calculated by HUD each year at the end of October. Unfortunately, Congress' failure to approve a federal budget in a timely manner for its entitlement communities to receive grant agreements early in the year is not an acceptable reason for failing to meet this expenditure requirement. To facilitate the execution of agreements/contracts, we are proposing the following Agreement/Contract Execution Procedure for the Housing and Community Department for Program Year 2017. The Mayor be given authorization to execute all necessary grant

Cover Memo
Item # 5

agreements (wherein 1 City of Augusta signature is requested) relative to the approved Consolidated Plan/Annual Action Plan and other federal programs stated above as required by HUD; The Mayor, City Administrator, and Director of AHCD will be given authorization to execute all the necessary agency grant agreements and contracts required to implement the Consolidated Plan/Annual Action Plan as approved by the Commission. All agreements, forms, and/or certifications, unless specified on HUD generated or other federally generated documents which requires only the Mayor's signature, will require the signatures of all 3 parties. All City of Augusta Procurement Policies will be complied with and acknowledgement given by the appropriate staff of the Procurement Department.

Analysis: The current process was approved initially by the Augusta Commission in January 2016 and has worked well. Thus, we seek your approval to continue in program/calendar year 2017.

Financial Impact: The City receives funding from the US Housing and Urban Development Department on an annual basis. Last year's HUD agreements granted the City the use of CDBG funds in the amount of \$1,675,892.00, HOME Investment Partnership funds in the amount of \$719,023.00, Emergency Solutions Grant funds in the amount of \$152,133.00, Housing Opportunities for Persons With HIV/AIDS funds in the amount of \$1,048,948.00 and Continuum of Care funding in the amount of \$184,475.00

Alternatives: Do not approve the process.

Recommendation: Approve contract procedure for Authorization of Agreements/Contracts for the Housing and Community Development Department for calendar Year 2017.

Funds are Available in the Following Accounts: Funds are available in the respective HUD Program Accounts.

REVIEWED AND APPROVED BY:



Office of the Administrator

Janice Allen Jackson, Administrator
 Chester Brazzell, Deputy Administrator
 William E. Rhinehart, Deputy Administrator

Ste. 910 - Municipal Building
 535 Telfair Street - AUGUSTA, GA 30901
 (706) 821-2400 - FAX (706) 821-2819

January 19, 2016

Mr. Hawthorne Welcher
 Housing Community & Development Director
 925 Laney Walker Road
 Augusta, GA 30901

Dear Hawthorne:

The Augusta, Georgia Commission, at their regular meeting held on Tuesday, January 19, 2016, took action on the following items.

15. Approved Housing and Community Development Department's contract procedure relative to authorization of agreements/contracts/HUD forms for the various federal programs administered by the Department for program/calendar year 2016. (Approved by Administrative Services Committee January 12, 2016)
16. Approved Housing and Community Development Department's (AHCDs) use of the same procedure (as 2015) relative to authorization of agreements/contracts for the Laney Walker/Bethlehem Revitalization Project and the Hyde Park Drainage Improvement Project for program/calendar year 2016. (Approved by Administrative Services Committee January 12, 2016)

If you have any questions, please contact me.

Yours truly,

Janice Allen Jackson
 Administrator

01-19-16: #15, #16

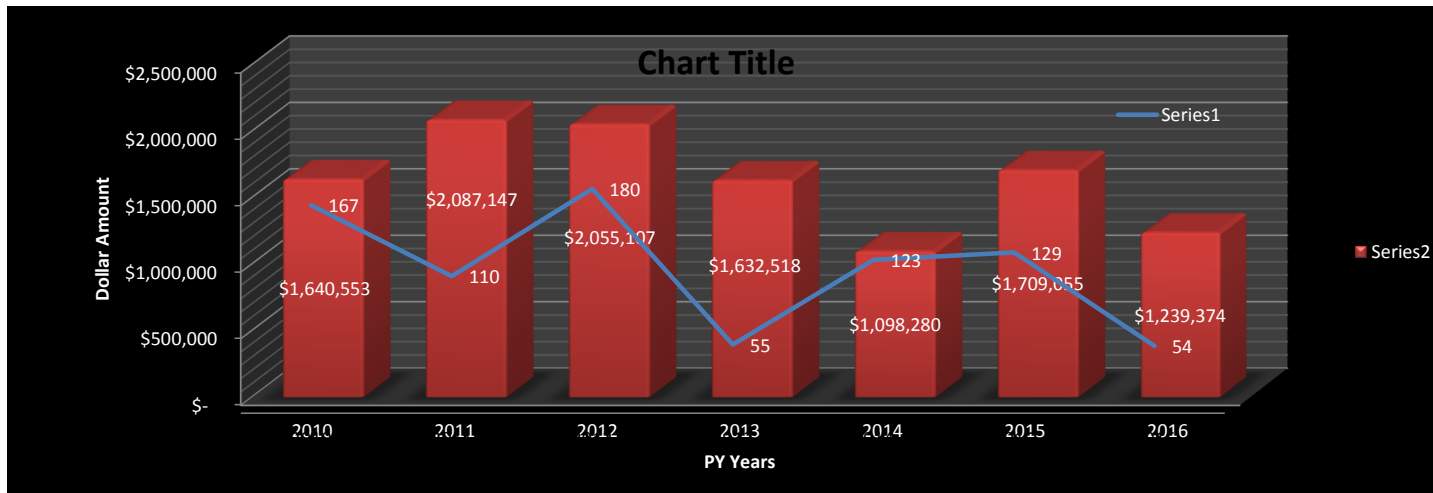
Commission Meeting Visual for Contract Process

	Date Grant Received	Deadline to Meet 1.5	Grant Amount	Funds from Prior Year	Program Income	1.5 Threshold to Meet	Amount to Spend to Meet 1.5	Days to Meet 1.5
2010	5/17/2010	10/31/2010	\$ 2,448,329.00	\$ 2,706,197.44	\$ 158,520.13	\$ 3,672,493.50	\$ 1,640,553	167
2011	7/13/2011	10/31/2011	\$ 2,040,442.00	\$ 2,952,261.31	\$ 155,106.58	\$ 3,060,663.00	\$ 2,087,147	110
2012	5/4/2012	10/31/2012	\$ 1,723,227.00	\$ 2,708,067.61	\$ 208,652.49	\$ 2,584,840.50	\$ 2,055,107	180
2013	9/6/2013	10/31/2013	\$ 1,758,771.00	\$ 2,025,141.53	\$ 486,761.47	\$ 2,638,156.50	\$ 1,632,518	55
2014	6/30/2014	10/31/2014	\$ 1,703,221.00	\$ 1,494,363.89	\$ 455,526.48	\$ 2,554,831.50	\$ 1,098,280	123
2015	6/24/2015	10/31/2015	\$ 1,689,993.00	\$ 2,429,043.28	\$ 125,008.22	\$ 2,534,989.50	\$ 1,709,055	129
2016	9/7/2016	10/31/2016	\$ 1,675,892.00	\$ 1,886,200.51	\$ 191,119.49	\$ 2,513,838.00	\$ 1,239,374	54

According to 24 CFR 570.902, HUD grantees cannot have more than 1.5 times their current grant amount in their line of credit 60 days before the end of the Program Year.

Program Years run from Jan. 1- Dec. 31. this means that grantees must meet their 1.5 threshold no later than Oct. 31

Funds are subject to any Program Income that the grantee received throughout the Program Year



Number of Days to Complete Commission Approval Process ¹ Current Process ²	Submit to Novus Agenda	Admin Services Meeting	Commission Meeting	Receive Administrator's Letter	Legal Department	Administrator	Mayor	Clerk of Commission	Returned	Total Number of Days
	12/12/2016	1/10/2017	1/17/2017	1/23/2017	1/24/2017	1/31/2017	2/7/2017	2/28/2017	3/7/2017	85
					1/3/2017	1/10/2017	1/17/2017	2/14/2017	2/21/2017	49

Notes:

1. This is a very rough estimate of the process. Allows for one week between departments for signatures. Allows for additional time for Mayor's signature.
2. This is a very rough estimate of the process. It removes going before Commission with each contract. Allow's for additional time for Mayor's signature
3. Neither takes into account the time for the Subrecipients to have their Board Members sign the contracts and return to us.

Item # 5

Commission Meeting Visual for Contract Process





**Administrative Services Committee Meeting
1/31/2017 1:10 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on January 10, 2017.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 1/10/2017

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; M. Williams, Chairman;
Jefferson, Vice Chairman; Davis and D. Williams, members.

ADMINISTRATIVE SERVICES

1. Approve a 1-year extension of the existing fleet maintenance contract with First Vehicle Services. **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve with the Central Services Director reporting back in six months with information concerning the feasibility of bringing the operation back in-house. Motion Passes 4-0.	Commissioner Andrew Jefferson	Commissioner Mary Davis	Passes

2. Motion to **approve** Fair Chance/ Hiring Policy commonly known as "**Ban-the-Box**" in accordance with action(s) taken by the Commission in its regular meeting held on December 20, 2016. **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Ms. Davis votes No. Motion Passes 3-1.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

3. Approve award for coating of the metal roofs at the Fleet Maintenance Facilities **Item # 6**

on Broad Street and Tobacco Road to Horizon Roofing of Monroe, Georgia in the total amount of \$80,000.00. (Bid Item 16-245) **Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

4. Motion to approve Housing and Community Development Department's contract procedure relative to authorization of agreements/contracts/HUD forms for the various federal programs administered by the Department for Rescheduled program/calendar year 2017. **Item Action:**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next committee meeting. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

5. Motion to approve Housing and Community Development Department's (HCDs) use of the same procedure (as 2016) relative to authorization of agreements/contracts/task orders for the Laney Walker/Bethlehem Redevelopment Project and the Hyde Park/Wilkerson Gardens Drainage Improvement Project for program/calendar year 2017. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to approve. Mr. M. Williams votes No. Motion Passes 3-1.	Commissioner Dennis Williams	Commissioner Andrew Jefferson	Passes

6. Motion to approve the minutes of the Administrative Services Committee held on December 13, 2016. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Dennis Williams	Commissioner Andrew Jefferson	Passes

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Administrative Services Committee Meeting
1/31/2017 1:10 PM
Request to Review & Update to the Procurement Code

Department: Procurement

Presenter: Geri Sams

Caption: Motion to request authorization for the Procurement and Law Department to review and update the Procurement Code to include adjustments required by the State of Georgia and to otherwise update the other portions of the Procurement Code.

Background: Georgia Governor Nathan Deal signed into law new public-private partnership (P3) legislation, the Partnership for Public Facilities and Infrastructure Act (SB 59) (the Act) on May 5, 2015. The Act allows state and local government entities to partner with private entities on “qualifying projects,” broadly meaning any project deemed to meet a public purpose or public need and satisfying those requirements set forth under the Act. The Act covers those qualifying projects pursued with local government entities, meaning any county, municipality, consolidated government, or board of education, as well as with state government entities, including institutions of the University System of Georgia. The Act does not apply to projects procured through the State Transportation Board, the Department of Transportation, or the State Road and Tollway Authority; these state authorities are already authorized to engage in and procure P3 projects. Projects involving the generation of electric energy for sale, communication services, cable and video services, and water reservoirs, however, are not eligible to be qualifying projects under the Act. Summarized below are some of the key terms of the Act. The procurement process and requirements for projects on the local level are similar in many respects to the procurement process the State is required to follow. Certain distinctions are worth highlighting, however, and we have addressed these in more detail below. A local government must adopt a set of guidelines prior to executing an agreement for a qualifying project with a private entity. It may adopt the model guidelines from the Committee or establish its own set of guidelines as a policy, rule, regulation or ordinance, but such guidelines must contain such information that is required to be contained in the model guidelines under the Act. At a minimum, the model guidelines

Cover Memo
Item # 7

must set forth the following:

- : Specific periods during the calendar year when the local government will consider unsolicited proposals for qualifying projects.
- : Procedures for the financial review and analysis of an unsolicited proposal.
- : Criteria for determining any fees that the local government elects to charge the private entity for the processing, review, and evaluation of an unsolicited proposal.
- : A requirement that the local government issue a request for proposal (RFP) if it decides to proceed with a qualifying project pursuant to an unsolicited proposal.
- : Procedures for posting and publishing notice of the opportunity to offer competing proposals, procedures for the processing, review, and consideration of competing proposals, procedures for determining whether information included in an unsolicited proposal should be released as part of any RFP to ensure fair competition, and procedures for identifying and appointing an independent owner adviser with certain expertise to assist the local government in evaluating unsolicited proposals if the local government elects to have such an adviser.

Private entities may submit for consideration, and the applicable local or state government may approve, an unsolicited proposal for qualifying projects. Certain materials and information must be submitted as part of any unsolicited proposal, including a project description, a feasibility statement, a project schedule, a financial plan, a business case statement describing benefits to be derived from the project, and any such other materials that may be reasonably requested by the local or state government. The private entity bears all risk in submitting an unsolicited proposal and the local government has the right to reject any such proposal at any time without providing reason for its denial. Before the procurement process begins, the state or local government must decide which projects, both solicited and unsolicited, become “qualifying projects.” For unsolicited proposals, once a state or local government receives an unsolicited proposal, such public entity must review such proposal according to its guidelines adopted pursuant to, and the requirements set forth under, the Act and make a determination of whether such project meets a public purpose or public need. If a determination is made that a project is a qualifying project, the relevant state or local government entity will take the following steps:

- First, seek competing proposals for the qualifying project by issuing an RFP;
- Second, review all such proposals received in response to the RFP and rank them based on various factors, such as the cost of the project, the design of the project, the general reputation, expertise and financial capacity of the private entity, and benefits of the project to the public, among other factors; and
- Lastly, negotiate with the highest-ranked private entity or the next-ranked private entity if it is unable to reach a comprehensive agreement or interim agreement with the highest-ranked entity.

At any time during the above process, and prior to executing a comprehensive agreement, the relevant state or local government entity may cancel its RFP or reject all proposals received in response to an

RFP for any reason whatsoever without any liability to the private entities or third parties. Upon determination of a qualifying project, the relevant state or local government entity and the selected private entity may enter into a comprehensive agreement setting forth the terms and conditions of such project. In addition to any terms and conditions that the state or local government entity determines will serve the public purpose contemplated by the Act, each comprehensive agreement must include, among other provisions, the following: · A thorough description of the duties of each party in the completion and operation of the qualifying project. · Dates and schedules for the completion of the qualifying project. · Any user fees, lease payments, or service payments as may be established by agreement of the parties (as well as any process for changing such fees or payments) and a copy of any service contract. · Any reimbursements to be paid to the state or local government entity for services provided by such public entity. · A process for reviewing the plans and specifications for the qualifying project, inspecting such, and monitoring the practices of the private entity by the relevant state or local government. · Terms regarding performance and payment bonds and insurance policies. · Provisions governing the rights and responsibilities of the parties in the event of termination or material default. · In the event of a material default by the private entity, the ability of the relevant state or local government entity to terminate the comprehensive agreement and exercise any other rights and remedies that may be available at law or in equity.

Analysis:

All power or authority granted under the Act to public entities is in addition to and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. Remember, the Act does not apply to all procurement projects. For instance, state or local government entities that proceed with procurement pursuant to competitive sealed bidding or any other traditional purchasing options available under existing law are not required to comply with this Act.

Financial Impact:

None Currently

Alternatives:

Do not approve changing the Procurement Code to accept “Unsolicited Proposals”.

Recommendation:

N/A

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

15

SB 59/AP

Senate Bill 59

By: Senators Hill of the 6th, Mullis of the 53rd, Gooch of the 51st, Beach of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local government,
2 and Title 50 of the Official Code of Georgia Annotated, relating to state government, so as 3
to provide for definitions; to provide guidelines for projects; to create the Partnership for 4
Public Facilities and Infrastructure Act Guidelines Committee and to provide for its 5
membership, terms, allowances, duties, and support; to provide for the manner by which 6
projects may be initiated; to provide for the approval process for projects; to provide for 7
evaluation criteria and review; to provide for agreements; to provide for default and 8 remedies;
to provide for financing and grants; to provide for service contracts; to provide for
9 the dedication of certain property interests; to provide for sovereign immunity; to provide for
10 police powers; to provide for application of open meetings and open records laws; to provide
11 a short title; to provide for related matters; to provide an effective date; to repeal conflicting
12 laws; and for other purposes.

13

BE IT ENACTED BY THE GENERAL
ASSEMBLY OF GEORGIA:

14

SECTION 1.

15

This Act shall be known and may be cited as the
"Partnership for Public Facilities and 16
Infrastructure Act."

17

SECTION 2.

18

Title 36 of the Official Code of Georgia Annotated,
relating to local government, is amended

19

by adding a new article to Chapter 91, relating to
public works bidding, to read as follows:

20

"ARTICLE 5

S. B. 59

- 1 -

Item # 7

21 36-91-110.

22 As used in this article, the term:

23 (1) 'Comprehensive agreement' means the written
agreement between the private entity 24 and the
local government required by Code Section 36-91-
115.

25 (2) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, 26
install, construct, operate, maintain, or expand.

27 (3) 'Local authority' means any local authority created pursuant to a local or general Act 28
of the General Assembly, including a joint public instrumentality.

29 (4) 'Local government' means any county, municipality, consolidated government, or 30
board of education.

31 (5) 'Private entity' means any natural person, corporation, general partnership, limited 32
liability company, limited partnership, joint venture, business trust, public benefit 33
corporation, nonprofit entity, or other business entity.

34 (6) 'Qualifying project' means any project selected in response to a request from a local 35
government or submitted by a private entity as an unsolicited proposal in accordance with 36
this article and subsequently reviewed and approved by a local government, within its 37 sole
discretion, as meeting a public purpose or public need. This term shall not include 38 and shall
have no application to any project involving:

39 (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

40 (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

41 (C) Cable and video services pursuant to Chapter 76 of this title; or

42 (D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471,

43 which shall be governed by Article 4 of this chapter.

44 (7) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other 45
service payments arising out of or in connection with supporting the development or 46
operation of a qualifying project.

47 (8) 'Unsolicited proposal' means a written proposal for a qualifying project that is 48 received
by a local government and is not in response to any request for proposal for a 49 qualifying
project issued by a local government.

50 36-91-111.

51 (a) The Partnership for Public Facilities and Infrastructure Act Guidelines Committee is
52 established to prepare model guidelines for local governments in the implementation
of this

53 article.

54 (b) The committee shall be composed of ten persons. Except for the local government
 55 officials or staff appointed to the committee, each committee member shall have
 subject 56 matter expertise in architecture, construction management, engineering,
 finance, or real 57 estate development. These appointments shall be made as follows:

58 (1) The following members shall be appointed by the Governor:

59 (A) One member or employee of a county governing authority;

60 (B) One member or employee of a municipal governing authority;

61 (C) One member or employee of a local board of education; and

62 (D) One licensed member of the State Bar of Georgia with expertise in representing
 63 local government in public works construction.

64 (2) The following members shall be appointed by the Speaker of the House of 65
Representatives, provided that one of these appointees shall have expertise in working 66 with
 local government:

67 (A) One member of the business community with expertise in construction
 68 management employed by a firm with less than \$25 million in annual revenue;

69 (B) One member of the business community who is a licensed architect; and

70 (C) One member of the business community with expertise in real estate
 development;

71 and

72 (3) The following members shall be appointed by the Lieutenant Governor, provided
 that 73 one of these appointees shall have expertise in working with local government:

74 (A) One member of the business community with expertise in construction 75 management
 employed by a firm with more than \$25 million in annual revenue;

76 (B) One member of the business community who is a licensed professional engineer;
 77 and

78 (C) One member of the business community with expertise in finance.

79 (c) The terms of these committee appointments shall be for two years. At least three
 of 80 these appointees shall reside outside of the metropolitan Atlanta area. The
appointments 81 shall be made as soon as feasible, but not later than August 1, 2015.
The committee shall 82 meet once a month or as needed and shall issue model
guidelines to local governments no 83 later than July 1, 2016. Such guidelines shall
be updated every two years. The members 84 of the committee shall elect a
chairperson and a vice chairperson who shall serve for 85 two-year terms in such
office.

86 (d) Citizen members shall receive a daily expense allowance in the amount specified in 87
subsection (b) of Code Section 45-7-21 as well as the mileage or transportation allowance 88
authorized for state employees.

89 (e) Staff support shall be provided by the Department of Administrative Services, the 90 Governor's office, and the Office of Planning and Budget.

91 36-91-112.

92 (a) Prior to executing any comprehensive agreement for the development or operation of
93 a qualifying project pursuant to an unsolicited proposal received by a local
94 government under this article, the local government shall adopt either:

95 (1) The model guidelines from the Partnership for Public Facilities and Infrastructure Act 96 Guidelines Committee; or

97 (2) Its own guidelines as a policy, rule, regulation, or ordinance, which shall contain each 98 of the factors identified in subsection (b) of this Code section.

99 (b) The model guidelines shall include, at a minimum, the following:

100 (1) The period of time each calendar year when the local government will consider 101 receiving, processing, reviewing, or evaluating unsolicited proposals for qualifying 102 projects, and such limited time period shall be established within the sole discretion of
103 the local government;

104 (2) Procedures for the financial review and analysis of an unsolicited proposal that
105 may

106 include:

107 (A) A cost-benefit analysis;

108 (B) Evaluation of the public need for or benefit derived from the qualifying project;

109 (C) Evaluation of the estimated cost of the qualifying project for reasonableness in
110 relation to similar facilities;

111 (D) Evaluation of the source of funding for the project;

112 (E) Consideration of plans to ensure timely development or operation;

113 (F) Evaluation of risk sharing, including cost or completion guarantees, added value,
114 or debt or equity investments by the private entity; and

115 (G) Consideration of any increase in funding, dedicated revenue source, or other 116 economic benefit that would not otherwise be available;

117 (3) Criteria for determining any fees authorized in Code Section 36-91-113 that the local 118 government elects to charge the private entity for the processing, review, and evaluation 119 of an unsolicited proposal;

120 (4) A requirement for the issuance of a request for proposals upon a decision by the local 121 government to proceed with a qualifying project pursuant to an unsolicited proposal;

122 (5) Procedures for posting and publishing notice of the opportunity to offer competing proposals;

- 123 (6) Procedures for the processing, review, and consideration of competing proposals,
 and 124 the period for the processing, review, and consideration of competing proposals
 shall not 125 be less than 90 days;
- 126 (7) Procedures for determining whether information included in an unsolicited
proposal
- 127 shall be released as part of any request for proposals to ensure fair competition; and
 128 (8) Procedures for identifying and appointing an independent owner adviser to
 the local 129 government with expertise in architecture, engineering, or construction
management to 130 assist in the evaluation of an unsolicited proposal and to serve as
owner adviser to the local 131 government if the local government chooses to pursue
any ensuing solicited bid process.
- 132 The local government shall not be obligated to engage such services.
- 133 36-91-113.
- 134 (a) If a local government adopts a rule, regulation, or ordinance affirming its participation
 135 in the process created in this article, a private entity may submit an unsolicited
proposal for 136 a project to the local government for review and determination as a
qualifying project in 137 accordance with the guidelines established by the local
government. Any such unsolicited 138 proposal shall be accompanied by the following
material and information:
- 139 (1) A project description, including the location of the project, the conceptual design of 140
such facility or facilities, and a conceptual plan for the provision of services or
 141 technology infrastructure;
- 142 (2) A feasibility statement that includes:
- 143 (A) The method by which the private entity proposes to secure any necessary property
 144 interests required for the project;
- 145 (B) A list of all permits and approvals required for the project from local, state, or 146 federal
agencies; and
- 147 (C) A list of public utility facilities, if any, that will be crossed by the project and a 148
statement of the plans of the private entity to accommodate such crossings;
- 149 (3) A schedule for the initiation and completion of the project to include the proposed 150
major responsibilities and timeline for activities to be performed by both the local 151 government
and private entity as well as a proposed schedule for obtaining the permits 152 and approvals
required in subparagraph (B) of paragraph (2) of this subsection;
- 153 (4) A financial plan setting forth the private entity's general plans for financing the 154
project, including the sources of the private entity's funds and identification of any 155 dedicated
revenue source or proposed debt or equity investment on behalf of the private 156 entity; a

description of user fees, lease payments, and other service payments over the 157 term of the
comprehensive agreement pursuant to Code Section 36-91-115; and the 158 methodology and
circumstances for changes to such user fees, lease payments, and other 159 service payments over
time;

160 (5) A business case statement that shall include a basic description of any direct and 161
indirect benefits that the private entity can provide in delivering the project, including 162 relevant
cost, quality, methodology, and process for identifying the project and time

163 frame data;

164 (6) The names and addresses of the persons who may be contacted for further 165
information concerning the unsolicited proposal; and

166 (7) Such additional material and information as the local government may reasonably
 167 request.

168 (b) For any unsolicited proposal of the development of a project received by a local
 169 government, the local government may charge and retain a reasonable fee to cover
the costs 170 of processing, reviewing, and evaluating the unsolicited proposal,
including, without 171 limitation, reasonable attorney's fees and fees for financial,
technical, and other necessary 172 advisers or consultants.

173 (c) The local government may reject any proposal or unsolicited proposal at any time
 and 174 shall not be required to provide a reason for its denial. If the local government
rejects a 175 proposal or unsolicited proposal submitted by a private entity, it shall have no
obligation 176 to return the proposal, unsolicited proposal, or any related materials
following such 177 rejection.

178 (d) A private entity assumes all risk in submission of a proposal or unsolicited proposal 179
in accordance with subsections (a) and (b) of this Code section, and a local government 180 shall
not incur any obligation to reimburse a private entity for any costs, damages, or loss 181 of
intellectual property incurred by a private entity in the creation, development, or 182 submission
of a proposal or unsolicited proposal for a qualifying project.

183 36-91-114.

184 (a) The local government may approve the project in an unsolicited proposal submitted
 by 185 a private entity pursuant to Code Section 36-91-113 as a qualifying project.
Determination 186 by the local government of a qualifying project shall not bind the local
government or the 187 private entity to proceed with the qualifying project.

188 (b) Upon the local government's determination of a qualifying project as provided in 189
subsection (a) of this Code section, the local government shall:

190 (1) Seek competing proposals for the qualifying project by issuing a request for 191 proposals
for not less than 90 days; and

192 (2) Review all proposals submitted in response to the request for proposals based on the 193
criteria established in the request for proposals.

194 (c) When the time for receiving proposals expires, the local government shall first rank the
 195 proposals in accordance with the factors set forth in the request for proposal or invitation 196
for bids. The local government shall not be required to select the proposal with the lowest 197
price offer, but it may consider price as one of various factors in evaluating the proposals 198
received in response to the request for proposals for a qualifying project. Factors that may 199
be considered include:

- 200 (1) The proposed cost of the qualifying project;
- 201 (2) The general reputation, industry experience, and financial capacity of the private
 202 entity;
- 203 (3) The proposed design of the qualifying project;
- 204 (4) The eligibility of the facility for accelerated selection, review, and documentation
 205 timelines under the local government's guidelines;
- 206 (5) Benefits to the public;
- 207 (6) The private entity's compliance with a minority business enterprise participation
 plan;
- 208 (7) The private entity's plans to employ local contractors and residents; and 209
 (8) Other criteria that the local government deems appropriate.

210 (d) After ranking the proposals, the local government shall begin negotiations with the first
 211 ranked private entity. If the local government and the first ranked private entity do not 212
reach a comprehensive agreement or interim agreement, then the local government may 213
conduct negotiations with the next ranked private entity. This process shall continue until 214
the local government either voluntarily abandons the process or executes a comprehensive 215
agreement or interim agreement with a private entity.

216 (e) At any time during the process outlined in this Code section but before the full 217
execution of a comprehensive agreement, the local government may, without liability to 218
any private entity or third party, cancel its request for proposals or reject all proposals 219
received in response to its request for proposals, including the unsolicited proposal, for any 220
reason whatsoever.

221 (f) Nothing in this article shall enlarge, diminish, or affect the authority, if any, otherwise
 222 possessed by the local government to take action that would impact the debt capacity of the
 223 State of Georgia or any local government. The credit of this state shall not be pledged or 224
loaned to any private entity. The local government shall not loan money to the private 225 entity
in order to finance all or a portion of the qualifying project. A multiyear lease entered 226 into by
a local government which is not terminable at the end of each fiscal year during the 227 term of

the lease shall be considered a debt of the local government which enters into such 228 lease, and
such lease shall apply against the debt limitations of the local government.

229 36-91-115.

230 (a) The comprehensive agreement entered into between the local government and the
 231 private entity selected in accordance with this article shall include:

232 (1) A thorough description of the duties of each party in the completion and operation
 233 of the qualifying project;

234 (2) Dates and schedules for the completion of the qualifying project;

235 (3) Any user fees, lease payments, or service payments as may be established by 236
agreement of the parties, as well as any process for changing such fees or payments 237
throughout the term of the agreement, and a copy of any service contract;

238 (4) Any reimbursements to be paid to the local government for services provided by the 239
local government;

240 (5) A process for the review of plans and specifications for the qualifying project by the 241
local government and approval by the local government if the plans and specifications 242
conform to reasonable standards acceptable to the local government;

243 (6) A process for the periodic and final inspection of the qualifying project by the local 244
government to ensure that the private entity's activities are in accordance with the 245 provisions
of the comprehensive agreement;

246 (7) Delivery of performance and payment bonds in the amounts required in Code 247
Sections 36-91-70 and 36-91-90 and in a form acceptable to the local government for 248 those
components of the qualifying project that involve construction, and surety bonds, 249 letters of
credit, or other forms of security acceptable to the local government for other 250 phases and
components of the development of the qualifying project;

251 (8) Submission of a policy or policies of public liability insurance, copies of which shall 252
be filed with the local government accompanied by proofs of coverage, or self-insurance, 253
each in form and amount satisfactory to the local government and reasonably sufficient 254 to
ensure coverage of tort liability to the public and employees and to enable the 255 continued
operation of the qualifying project;

256 (9) A process for monitoring the practices of the private entity by the local government 257
to ensure that the qualifying project is properly maintained;

258 (10) The filing of appropriate financial statements to the local government on a periodic
 259 basis; and

260 (11) Provisions governing the rights and responsibilities of the local government and
the 261 private entity in the event that the comprehensive agreement is terminated or
there is a 262 material default by the private entity, including conditions governing

assumption of the 263 duties and responsibilities of the private entity by the local government and the transfer 264 or purchase of property or other interests of the private entity by the local government, 265 including provisions compliant with state constitutional limitations on public debt by the 266 local government. Such policies and procedures shall be consistent with Code 267 Section 36-91-116.

268 (b) The comprehensive agreement may include such other terms and conditions that the 269 local government determines will serve the public purpose of this article and to which the 270 private entity and the local government mutually agree, including, without limitation, 271 provisions regarding unavoidable delays and provisions where the authority and duties of 272 the private entity under this article shall cease and the qualifying project is dedicated to the 273 local government for public use.

274 (c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by

275 the parties from time to time, shall be added to the comprehensive agreement by written

276 amendment.

277 (d) The comprehensive agreement may provide for the development of phases or segments 278 of the qualifying project.

279 36-91-116.

280 (a) In the event of a material default by the private entity, the local government may 281 terminate, with cause, the comprehensive agreement and exercise any other rights and 282 remedies that may be available to it at law or in equity, including, but not limited to, claims 283 under the maintenance, performance, or payment bonds; other forms of security; or letters 284 of credit required by Code Section 36-91-115.

285 (b) The local government may elect to assume the responsibilities and duties of the private 286 entity of the qualifying project, and in such case, it shall succeed to all of the right, title, 287 and interest in such qualifying project subject to statutory limitations on the availability of 288 future appropriated or otherwise unobligated funds.

289 (c) The power of eminent domain shall not be delegated to any private entity with respect 290 to any project commenced or proposed pursuant to this article. Any local government 291 having the power of condemnation under state law may exercise such power of 292 condemnation to acquire the qualifying project in the event of a material default by the 293 private entity. Any person who has perfected a security interest in the qualifying project 294 may participate in the condemnation proceedings with the standing of a property owner.

295 (d) In the event the local government elects to take over a qualifying project pursuant to 296 subsection (b) of this Code section, the local government may develop the qualifying 297 project, impose user fees, and impose and collect lease payments for the use thereof.

298 36-91-117.

299 All power or authority granted by this article to public entities shall be in addition and
 300 supplemental to, and not in substitution for, the powers conferred by any other
general, 301 special, or local law. The limitations imposed by this article shall not affect
the powers 302 conferred by any other general, special, or local law and shall apply only
to the extent that 303 a local government elects to proceed under this article.

304 36-91-118.

305 Nothing in this article shall be construed as or deemed a waiver of the sovereign or
official

306 immunity of any local government or any officer or employee thereof with respect to the
 307 participation in, or approval of, all or any part of the qualifying project or its operation,
 308 including, but not limited to, interconnection of the qualifying project with any other
 309 infrastructure or project.

310 36-91-119.

311 (a) Local governments that proceed with procurement pursuant to competitive sealed
 312 bidding as defined in Code Section 36-91-2, or any other purchasing options
available 313 under current law, shall not be required to comply with this article.

314 (b) Nothing in this article shall apply to or affect the State Transportation Board, the 315
Department of Transportation, or the State Road and Tollway Authority, or any project
 316 thereof.

317 (c) Nothing in this article shall abrogate the obligations of a local government or private
 318 entity to comply with the public meetings requirement in accordance with Chapter 14 of
 319 Title 50 or to disclose public information in accordance with Article 4 of Chapter 18 of
 320 Title 50."

321 **SECTION 3.**

322 Title 50 of the Official Code of Georgia Annotated,
 relating to state government, is amended 323 by
 adding a new chapter to read as follows:

324 "CHAPTER 5C

325 50-5C-1.

326 As used in this chapter, the term:

327

(1) 'Affected local jurisdiction' means any county, municipality, or school district in 328 which all or a portion of a qualifying project is located.

329 (2) 'Comprehensive agreement' means the written agreement between the private entity 330 and the responsible public entity required by Code Section 50-5C-5.

331 (3) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, 332 install, construct, operate, maintain, or expand.

333 (4) 'Person' means an individual, corporation, partnership, trust, association, or other 334 legal entity.

335 (5) 'Private entity' means any natural person, corporation, general partnership, limited 336 liability company, limited partnership, joint venture, business trust, public benefit 337 corporation, nonprofit entity, or other business entity.

338 (6) 'Public entity' means a department, agency, board, bureau, commission, authority, or 339 instrumentality of the State of Georgia, including the Board of Regents of the University 340 System of Georgia as well as a local government or local authority.

341 (7) 'Qualifying project' means any project submitted by a private entity as an unsolicited 342 proposal in accordance with this chapter and subsequently reviewed and approved by a 343 responsible public entity, within its sole discretion, as meeting a public purpose or public 344 need. This term shall not include and shall have no application to any project involving:

345 (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

346 (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

347 (C) Cable and video services pursuant to Chapter 76 of Title 36; or

348 (D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, 349 which shall be governed by Article 4 of Chapter 91 of Title 36.

350 (8) 'Responsible public entity' means a public entity that has the power to contract with 351 a private entity to develop an identified qualifying project. For any unsolicited proposal 352 for a project at one or more institutions of the University System of Georgia, the 353 responsible public entity shall be the Board of Regents of the University System of 354 Georgia or its designees. For any unsolicited proposal for a project for one or more state 355 government entities, other than an institution of the University System of Georgia, the 356 responsible public entity shall be the State Properties Commission.

357 (9) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other 358 service payments arising out of or in connection with supporting the development or 359 operation of a qualifying project.

360 (10) 'Unsolicited proposal' means a written proposal for a qualifying project that is 361 received by a responsible public entity and is not in response to any request for proposal 362 issued by a responsible public entity.

363 50-5C-2.

364 For any qualifying project undertaken by the State Properties Commission, the Georgia
 365 State Financing and Investment Commission shall be solely authorized to develop
 366 guidelines for this process. For any qualifying project undertaken by the University
 367 System of Georgia, the Board of Regents of the University System of Georgia shall
 368 be solely authorized to develop guidelines for this process.

369 50-5C-3.

370 (a) Between May 1 and June 30 of each year, a private entity may submit an unsolicited
 371 proposal for a project to the responsible public entity for review and determination
 372 as a qualifying project in accordance with the guidelines established by Code
 373 Section 50-5C-2. Any such unsolicited proposal shall be accompanied by the
 374 following material and information:

375 (1) A project description, including the location of the project, the conceptual design of
 376 such facility or facilities, and a conceptual plan for the provision of services or

377 technology infrastructure;

378 (2) A feasibility statement that includes:

379 (A) The method by which the private entity proposes to secure any necessary property
 380 interests required for the project;

381 (B) A list of all permits and approvals required for the project from local, state, or
 382 federal agencies; and

383 (C) A list of public utility facilities, if any, that will be crossed by the project and a
 384 statement of the plans of the private entity to accommodate such crossings;

385 (3) A schedule for the initiation and completion of the project to include the proposed
 386 major responsibilities and timeline for activities to be performed by both the public and
 387 private entity as well as a proposed schedule for obtaining the permits and approvals
 388 required in subparagraph (B) of paragraph (2) of this subsection;

389 (4) A financial plan setting forth the private entity's general plans for financing the
 390 project, including the sources of the private entity's funds and identification of any
 391 dedicated revenue source or proposed debt or equity investment on behalf of the private
 392 entity; a description of user fees, lease payments, and other service payments over the
 393 term of the comprehensive agreement pursuant to Code Section 50-5C-5; and the
 394 methodology and circumstances for changes to such user fees, lease payments, and other
 395 service payments over time;

396 (5) A business case statement that shall include a basic description of any direct and
 397 indirect benefits that the private entity can provide in delivering the project, including
 398 relevant cost, quality, methodology, and process for identifying the project and time

399 frame data;

- 400 (6) The names and addresses of the persons who may be contacted for further 401
information concerning the unsolicited proposal; and
- 402 (7) Such additional material and information as the responsible public entity may 403
reasonably request.
- 404 (b) For any unsolicited proposal for the development of a project received by a responsible
 405 public entity, the private entity shall reimburse the responsible public entity for the actual 406
costs incurred to process, review, and evaluate the unsolicited proposal, including, without 407
limitation, reasonable attorney's fees and fees for financial, technical, and other necessary 408
advisers or consultants.
- 409 (c) Any private entity submitting an unsolicited proposal under subsection (a) of this Code
 410 section to a responsible public entity shall also notify each affected local jurisdiction by 411
furnishing a copy of its unsolicited proposal to each affected local jurisdiction.
- 412 (d) Each affected local jurisdiction that is not a responsible public entity for the respective
 413 project may, within 45 days after receiving such notice, submit any comments regarding 414
the unsolicited proposal it may have in writing to the responsible public entity and indicate 415
whether the project is compatible with local plans and budgets. A project shall be 416 consistent
with zoning and land use regulations of the responsible public entity and each 417 affected local
jurisdiction.
- 418 (e) The responsible public entity may reject any proposal or unsolicited proposal at any 419
time and shall not be required to provide a reason for its denial. If the responsible public 420
entity rejects a proposal or unsolicited proposal submitted by a private entity, it shall have 421 no
obligation to return the proposal, unsolicited proposal, or any related materials 422 following such
rejection.
- 423 (f) A private entity assumes all risks in submission of a proposal or unsolicited proposal 424
in accordance with subsections (a) and (b) of this Code section, and a responsible public 425
entity shall not incur any obligation to reimburse a private entity for any costs, damages, 426 or
loss of intellectual property incurred by a private entity in the creation, development, or 427
submission of a proposal or unsolicited proposal for a qualifying project.
- 428 50-5C-4.
- 429 (a) The responsible public entity may approve the project in an unsolicited proposal 430
submitted by a private entity pursuant to Code Section 50-5C-3 as a qualifying project.
 431 Determination by the responsible public entity of a qualifying project shall not bind
the 432 responsible public entity or the private entity to proceed with the qualifying
project. 433 (b) Upon the responsible public entity's determination of a qualifying project
as provided 434 in subsection (a) of this Code section, the responsible public entity shall:

- 435 (1) Seek competing proposals for the qualifying project by issuing a request for 436 proposals
for not less than 90 days; and
- 437 (2) Review all proposals submitted in response to the request for proposals based on the 438
criteria established in the request for proposals.
- 439 (c) When the time for receiving proposals expires, the responsible public entity shall first
440 rank the proposals in accordance with the factors set forth in the request for proposal or 441
invitation for bids. The responsible public entity shall not be required to select the proposal 442
with the lowest price offer, but it may consider price as one of various factors in evaluating 443
the proposals received in response to the request for proposals for a qualifying project.
- 444 Factors that may be considered include:
- 445 (1) The proposed cost of the qualifying project;
- 446 (2) The general reputation, industry experience, and financial capacity of the private
447 entity;
- 448 (3) The proposed design of the qualifying project;
- 449 (4) The eligibility of the facility for accelerated selection, review, and documentation
450 timelines under the responsible public entity's guidelines;
- 451 (5) Benefits to the public;
- 452 (6) The private entity's compliance with a minority business enterprise participation
plan;
- 453 (7) The private entity's plans to employ local contractors and residents; and 454
(8) Other criteria that the responsible public entity deems appropriate.
- 455 (d) After ranking the proposals, the responsible public entity shall begin negotiations with
456 the first ranked private entity. If the responsible public entity and the first ranked private 457
entity do not reach a comprehensive agreement or interim agreement, then the responsible 458
public entity may conduct negotiations with the next ranked private entity. This process 459 shall
continue until the responsible public entity either voluntarily abandons the process or 460
executes a comprehensive agreement or interim agreement with a private entity.
- 461 (e) At any time during the process outlined in this Code section but before full execution 462
of a comprehensive agreement, the responsible public entity may, without liability to any 463
private entity or third party, cancel its request for proposals or reject all proposals received 464 in
response to its request for proposals, including the unsolicited proposal, for any reason
465 whatsoever.
- 466 (f) Nothing in this chapter shall enlarge, diminish, or affect the authority, if any,
otherwise 467 possessed by the responsible public entity to take action that would impact
the debt 468 capacity of the State of Georgia. The credit of this state shall not be pledged
or loaned to 469 any private entity. The responsible public entity shall not loan money
to the private entity 470 in order to finance all or a portion of the qualifying project. All

power or authority granted 471 by this chapter to public entities shall be in addition to and supplemental to, and not in 472 substitution for, the powers conferred by any other general, special, or local law. The 473 limitations imposed by this chapter shall not affect the powers conferred by any other 474 general, special, or local law and shall apply only to the extent that a public entity elects 475 to proceed under this chapter. A multiyear lease entered into by the state as lessee under 476 this Code section which is not terminable at the end of each fiscal year during the term of 477 the lease shall be subject to and comply with the provisions of Code Section 50-16-41, 478 specifically including compliance with any multiyear contract value authority adopted by 479 the Georgia State Financing and Investment Commission for each fiscal year.

480 50-5C-5.

481 (a) The comprehensive agreement entered into between the responsible public entity and
482 the private entity selected in accordance with this chapter shall include:

483 (1) A thorough description of the duties of each party in the completion and operation
484 of the qualifying project;

485 (2) Dates and schedules for the completion of the qualifying project;

486 (3) Any user fees, lease payments, or service payments as may be established by 487
agreement of the parties, as well as any process for changing such fees or payments 488
throughout the term of the agreement, and a copy of any service contract;

489 (4) Any reimbursements to be paid to the responsible public entity for services provided 490
by the responsible public entity;

491 (5) A process for the review of plans and specifications for the qualifying project by the 492
responsible public entity and approval by the responsible public entity if the plans and 493
specifications conform to reasonable standards acceptable to the responsible public entity; 494

(6) A process for the periodic and final inspection of the qualifying project by the 495 responsible
public entity to ensure that the private entity's activities are in accordance 496 with the provisions
of the comprehensive agreement;

497 (7) Delivery of performance and payment bonds in the amounts required in Code 498
Sections 13-10-40, 13-10-41, and 13-10-60 and in a form acceptable to the responsible 499 public
entity for those components of the qualifying project that involve construction, and 500 bonds,
letters of credit, or other forms of security acceptable to the responsible public 501 entity for other
phases and components of the development of the qualifying project;

502 (8) Submission of a policy or policies of public liability insurance, copies of which shall 503
be filed with the responsible public entity accompanied by proofs of coverage, or 504 self-
insurance, each in form and amount satisfactory to the responsible public entity and

505 reasonably sufficient to ensure coverage of tort liability to the public and employees and 506
to enable the continued operation of the qualifying project;

507 (9) A process for monitoring the practices of the private entity by the responsible public 508
entity to ensure that the qualifying project is properly maintained;

509 (10) The filing of appropriate financial statements to the responsible public entity on a
510 periodic basis; and

511 (11) Provisions governing the rights and responsibilities of the responsible public entity 512
and the private entity in the event the comprehensive agreement is terminated or there is 513 a
material default by the private entity, including conditions governing assumption of the 514 duties
and responsibilities of the private entity by the responsible public entity and the 515 transfer or
purchase of property or other interests of the private entity by the responsible 516 public entity,
including provisions compliant with state constitutional limitations on
517 public debt.

518 (b) The comprehensive agreement may include such other terms and conditions that
the 519 responsible public entity determines will serve the public purpose of this
chapter and to 520 which the private entity and the responsible public entity mutually
agree, including, 521 without limitation, provisions regarding unavoidable delays and
provisions where the 522 authority and duties of the private entity under this chapter
shall cease, and the qualifying 523 project is dedicated to the responsible public entity.

524 (c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by
525 the parties from time to time, shall be added to the comprehensive agreement by written
526 amendment.

527 (d) The comprehensive agreement may provide for the development of phases or
segments 528 of the qualifying project.

529 50-5C-6.

530 (a) In the event of a material default by the private entity, the responsible public entity
may 531 terminate, with cause, the comprehensive agreement and exercise any other
rights and 532 remedies that may be available to it at law or in equity, including,
but not limited to, claims 533 under the maintenance, performance, or payment
bonds; other forms of security; or letters 534 of credit required by Code Section 50-
5C-5 in accordance with Code Sections 13-10-40 535 through 13-10-65.

536 (b) The responsible public entity may elect to assume the responsibilities and duties of the
537 private entity of the qualifying project, and in such case, it shall succeed to all of the right,
538 title, and interest in such qualifying project.

539 (c) The power of eminent domain shall not be delegated to any private entity with respect
540 to any project commenced or proposed pursuant to this chapter. Any responsible public 541

entity having the power of condemnation under state law may exercise such power of 542
condemnation to acquire the qualifying project in the event of a material default by the 543 private
entity. Any person who has perfected a security interest in the qualifying project 544 may
participate in the condemnation proceedings with the standing of a property owner.

545 (d) In the event the responsible public entity elects to take over a qualifying project 546
pursuant to subsection (b) of this Code section, the responsible public entity may develop 547 the
qualifying project, impose user fees, and impose and collect lease payments for the use

548 thereof.

549 50-5C-7.

550 All power or authority granted by this chapter to public entities shall be in addition and
551 supplemental to, and not in substitution for, the powers conferred by any other
general or 552 special law. The limitations imposed by this chapter shall not affect the
powers conferred 553 by any other general, special, or local law and shall apply only to
the extent that a public 554 entity elects to proceed under this chapter.

555 50-5C-8.

556 Nothing in this chapter shall be construed as or deemed a waiver of the sovereign or 557
official immunity of any responsible public entity or any officer or employee thereof with
558 respect to the participation in, or approval of, all or any part of the qualifying project
or its 559 operation, including, but not limited to, interconnection of the qualifying
project with any 560 other infrastructure or project.

561 50-5C-9.

562 Any law enforcement officers of the public entity shall have the same powers and 563
jurisdiction within the portion of such qualifying project as they have in their respective
564 areas of jurisdiction, and such law enforcement officers shall have access to the
qualifying 565 project at any time for the purpose of exercising such powers and
jurisdiction.

566 50-5C-10.

567 (a) Responsible public entities that proceed with procurement pursuant to competitive
568 sealed bidding pursuant to Code Section 50-5-67, or any other purchasing options
available 569 to them under current law, shall not be required to comply with this chapter.

570 (b) Nothing in this chapter shall apply to or affect the State Transportation Board, the
571 Department of Transportation, or the State Road and Tollway Authority, or any project
572 thereof.

573

(c) Nothing in this chapter shall abrogate the obligations of a responsible public entity or 574 private entity to comply with the public meetings requirement in accordance with 575 Chapter 14 of this title or to disclose public information in accordance with Article 4 of 576 Chapter 18 of this title."

577

SECTION 4.

578

This Act shall become effective upon its approval by the Governor or upon its becoming law 579 without such approval.

580

SECTION 5.

581

All laws and parts of laws in conflict with this Act are repealed.



**Administrative Services Committee Meeting
1/31/2017 1:10 PM
Rules of Procedures**

Department:

Presenter:

Caption: Discuss/clarification of the Commission's Rules of Procedure regarding Rule 1.07.08. **(Requested by Commissioner Marion Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Summary of Changes Proposed by the Rules Sub-Committee

1. Code sections addressing items closely related to items addressed in rules to be merged with rules for improved continuity and readability. Term "Commission-Council" changed to "Commission" to be consistent with amendments to Consolidation Act.
2. Rule 1.04. Changed to reflect that the term of the Mayor Pro Tempore is now two years.
3. Rule 1.07.01. Clarification that all supporting documentation for agenda items is to be included with the agenda item.
4. Rules 1.07.02 and 1.07.05. Restricting those who may place an item on the regular agenda to: Administrator, any member of the Commission and any elected official.
5. Rules 1.07.02, 1.07.04, 1.07.05, 1.10.02(b). Clarifying that the deadline to submit agenda items is 9 a.m. on Thursday and agenda items shall be submitted to the Clerk of Commission (not the Administrator).
6. Rule 1.07.02. Clarifying that the requirement to have an item added to the agenda after the 9 a.m. Thursday deadline is unanimous consent of the commission members in attendance.
7. Rule 1.07.02. Clarifying that unanimous consent of committee members present is required to add an item to a committee after the 9 a.m. Thursday deadline.
8. Rule 1.07.08. Added to state that if an item has appeared on the Commission Agenda and been defeated, or if no action is taken on an item, it shall not be considered again by the Commission until it has been discussed at the committee level.

Approved by Commission December 20, 2016

9. Rule 1.10.02. Changed the public participation rule to provide that complaints about employees and business solicitations are to go to the Administrator.
10. Rule 1.01.08. Changed to state that in the event there is no quorum at a committee, all such items on such agenda shall be placed on the agenda of the next regular meeting of the full Commission.