



Request for Proposals

RFP-2018-0107

Professional Consulting & Advisory Services

February 16, 2018

Albert Murillo
Director, Contracts and Procurement

PART 1 – GENERAL INFORMATION

1.1 The Housing Authority of the City of Atlanta, Georgia

The Housing Authority of the City of Atlanta, Georgia (“AHA”) is the largest housing authority in Georgia and one of the largest in the nation. AHA provides and facilitates affordable housing resources for nearly 22,000 low-income households comprised of approximately 50,000 people. These affordable housing resources include AHA-owned residential communities, AHA-sponsored mixed-income, mixed-finance residential communities, tenant-based vouchers, HomeFlex Program (formerly Project Based Rental Assistance Program), supportive housing arrangements and homeownership opportunities.

AHA has broad corporate powers including, but not limited to, the power to acquire, manage, own, operate, develop and revitalize affordable housing. AHA’s programs are funded and regulated by the U.S. Department of Housing and Urban Development (“HUD”). Using its Moving to Work flexibility, AHA has implemented a variety of innovations that benefit low-income families and expand housing choice.

AHA’s approach to providing quality affordable housing and human development services is based on the belief that people can do better when given access to quality living environments and the tools they need to become self-sufficient. To learn more about AHA and its history, mission and business plan, Respondents are encouraged to visit AHA’s website www.atlantahousing.org.

1.2 Solicitation Purpose

It is the intention of The Housing Authority of the City of Atlanta, Georgia (“AHA”) to enter into Indefinite Delivery/Indefinite Quantity (“IDIQ”) contracts with one (1) or more qualified Firm(s) to provide staff augmentation, consulting/advisory services and/or other related services on behalf of AHA at fixed hourly rates for one or more Specialty Area(s).

Please Note: Respondents are responsible for reading this Request for Proposals and all exhibits (“RFP”), in its entirety, as updates and revisions have been added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions and requirements as set forth.

1.3 Schedule of Events

The following Schedule of Events represents AHA’s estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
RFP Posted on AHA’s website	Friday, February 16, 2018
Pre-Proposal Conference Date, Time and Location	Wednesday, February 21, 2018 at 12:00 P.M. EST The Housing Authority of the City of Atlanta, Georgia The Pecan Room 230 John Wesley Dobbs Avenue, NE, 1 st Floor Atlanta, Georgia 30303-2421
Deadline for Questions and/or Comments	Friday, February 23, 2018 by 12:00 P.M. EST
Proposal Due Date and Time	Wednesday, March 21, 2018 at 10:00 A.M. EST

AHA reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, AHA will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. Addenda to this RFP will only be issued and posted on AHA's website at: <http://atlantahousing.org/business/vendors/index.cfm?Fuseaction=contracting>.

1.4 Communications

In order to maintain a fair and impartial competitive process, AHA and any outside consultants assisting AHA with this solicitation, shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any AHA staff and/or outside consultants assisting AHA with this solicitation except:

- through the RFP Point of Contact named below;
- designated AHA/Consultant participants in attendance at the Pre-Proposal Conference and Negotiations;
- as otherwise specified in this RFP; and / or
- as provided by existing work agreement(s) (if any).

Prohibited communication includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. AHA reserves the right to reject the proposal of any Respondent violating this provision.

- A. Questions must be submitted via the Q&A Board on AHA’s Business Management Portal. **AHA will receive requests for additional information and/or clarification relative to this solicitation between Wednesday, February 21, 2018 and 12:00 P.M. EST, Friday, February 23, 2018.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this RFP. AHA **will not** respond to requests for information after the date stated above.

It is the responsibility of the Respondent to monitor AHA’s website for any addenda issued. All Respondents are encouraged to frequently check AHA’s website for additional information.

PART 2 – SCOPE OF WORK

2.1 Scope of Work and Specific Requirements

It is the intention of The Housing Authority of the City of Atlanta, Georgia (“AHA”) to enter into Indefinite Delivery / Indefinite Quantity (“IDIQ”) contracts with several qualified Firm(s) to provide staff augmentation, consulting/advisory services and/or other related services on behalf of AHA at fixed hourly rates for one or more of the Specialty Areas listed below. Firms are encouraged to limit their submission for the Specialty Area(s) where they have a proven track record in all sub-areas. It is not necessary for Firms to submit a proposal addressing all Specialty Areas and they may submit a proposal for a single Specialty Area. If Firms are responding to more than one Specialty Area, they should submit a separate section in their proposal for each area. More than one firm may be selected for any individual Specialty Area.

At its sole discretion, AHA reserves the right to issue a Task Order under an IDIQ contract to any firm selected for a Specialty Area based upon AHA’s need for services. Selection of a Firm(s) under a Specialty Area does not guarantee that a task order will be issued during the contract period. Firm(s) will only provide services under the Specialty Area to which firm was awarded the contract; however, each Specialty Area contains all aspects of that area and may crossover into other areas.

Lead staff members that will be assigned to work with AHA shall have five (5) or more years of experience in the Specialty Area to which the Firm is responding. Résumés of the qualified staff must be submitted as part of the proposal submission, including but not limited to, certifications, accreditation and/or licenses, if applicable.

SPECIALTY AREA (1) - REAL ESTATE ACCOUNTING AND INVESTMENTS

- a) **LLC / Partnership Accounting** – Selected firm(s) may be asked to provide expertise and advice regarding issues related to accounting for AHA’s affiliates’ ownership interest in LLC / Partnership investments in accordance with generally accepted accounting principles as applied to government organizations (GAAP or GASB).
- b) **Investments in Real Estate Ventures** – Selected firm(s) may be asked to provide expertise and consultation in determining the proper accounting treatment for proposed transactions in accordance with generally accepted accounting principles as applied to government organizations (GAAP or GASB).
- c) **General Services** – Selected firm(s) may be asked to provide staff augmentation or consulting/advisory services related to real estate accounting and investments not specifically addressed above.

SPECIALTY AREA (2) - REAL ESTATE PROJECT FINANCING AND STRUCTURE

- a) **Project Financing Structure** – Selected firm(s) may be asked to provide expertise and guidance with respect to real estate project financing structure including available financing instruments and grants in order to optimize the financing of a development project.

- b) **Low Income Housing Tax Credits (LIHTC)** – Selected firm(s) may be asked to provide expertise and guidance with respect to LIHTC including preparation and/or review of LIHTC application.
- c) **Bond Financing** - Selected firm(s) may be asked to provide expertise and guidance with respect to financing using housing or other type of bonds including leading the bond issue process.

SPECIALTY AREA (3) – REAL ESTATE PROJECT SELF-DEVELOPMENT

- a) Selected firm(s) may be asked to provide expertise and guidance as to when it would be appropriate and advantageous for AHA or one of its affiliates to self-develop a real estate project as opposed to use a third party developer including the delivery of a comprehensive analysis of benefits and HUD regulatory and tax implications. Selected firm(s) may also be asked to provide expertise and guidance as to the organizational structure of the entity used for self-development.

SPECIALTY AREA (4) - AGENCY-WIDE INTERNAL AND FORENSIC AUDITING / INTERNAL CONTROLS

- a) **Internal Audit** – Selected firm(s) may be asked to assist AHA in the development and implementation of an Agency-wide internal audit function, and may be asked to assist AHA in the selection of internal audit staff.
- b) **Forensic Services** – Selected firm(s) may be asked to provide forensic auditing and accounting services.
- c) **Fraud / Risk Assessment Analysis** – Selected firm(s) may be asked to perform investigative risk assessment and analytical services related to the possibility of fraud within AHA, as well as document the potential for risk found in existing policies, processes and procedures.
- d) **Internal Control Optimization** – Selected firm(s) may be asked to complete a review of AHA policies and procedures with a focus on compliance and the strength of related internal controls.
- e) **General Services** - Selected firm(s) may be asked to provide staff augmentation or consulting / advisory services related to other internal audit / internal controls and/or forensic auditing services not specifically addressed above.

SPECIALTY AREA (5) - HUD PROGRAMMATIC AND REGULATORY ADVISORY SERVICES

- a) **HUD Programmatic and Regulatory Services** - Selected firm(s) are expected to be proficient in current U.S. Department of Housing and Urban Development (“HUD”) accounting rules and regulations that include, but are not limited to: Low Income Housing Fund, Housing Choice Voucher Program, Special Revenue Funds, Capital Programs, and Enterprise Funds.

Selected firm(s) must sustain proficiency in any changes by HUD affecting the accounting and financial management of Public Housing Authorities (“PHAs”), specifically the conversion from HUD programmatic accounting to Project Based Accounting, and Real Estate Assessment Center (“REAC”) submission requirements. The successful firms should stay knowledgeable of the status of Congressional action on The Preservation, Enhancement and Transformation of Rental Assistance Act (“PETRA”), or any other legislation that may have significant impact on PHAs, and be able to provide

assistance to AHA in the implementation of changes due to such legislation.

Selected firm(s) must be aware of the flexibility afforded by HUD to Moving To Work ("MTW") agencies and the modifications which HUD has made in its Financial Data Schedule and other systems to accommodate these changes. Upon selection, the successful firm(s) will become knowledgeable of AHA's current MTW agreement and associated documents.

Selected firm(s) may be asked to provide advisory services to AHA, as required, to assist AHA in implementing or addressing issues arising from changes in HUD rules and regulations, new legislation, or MTW guidance.

- b) **General Services** – Selected firms(s) may be asked to provide staff augmentation or consulting / advisory services related to HUD or other regulatory issues not specifically addressed above.

SPECIALTY AREA (6) – HUD RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

Selected firm(s) may be asked to provide expertise and guidance with public housing project conversion under HUD RAD program including, but not limited to, the preparation and/or review of RAD applications, the preparation and/or review of financial pro forma, the rental assistance level and any other matters related to pre- or post-RAD conversion.

SPECIALTY AREA (7) – RENTAL PROPERTY OVERSIGHT ADVISORY & CONSULTING SERVICES

- a) **Project Performance Management** – Selected firm(s) may be asked to provide expertise and guidance in the development, assessment and tracking of rental property management and oversight practices and existing processes. Additionally, firm(s) may be asked to design and enhance selected practices, processes and procedures to streamline steps, requirements and create next generation business rules utilizing commonly accepted best business practices with rental property oversight and management.
- b) **Rental Assistance Strategy Assessment** – Selected firm(s) may be asked to provide expertise and guidance in the development and/or the implementation of a rental assistance strategy and/or present recommendations on an existing rental assistance strategy. Additionally, firm(s) may be asked to design and enhance selected practices, processes and procedures for rent determination, and create next generation rent determination rules utilizing commonly accepted best business practices.
- c) **Financial Assessment** – Selected firm(s) may be asked to provide expertise and guidance with financial viability assessment of rental properties including to review rental property audited financial statements.
- d) **General Staff Augmentation** – Selected firm(s) may be asked to provide staff augmentation as required with skills including but not limited to: rental property annual budget review, subsidy true up calculation, rental property financial reporting review, financial pro forma review, general accounting, process documentation and other related areas.

SPECIALTY AREA (8) - FINANCIAL PLANNING AND PERFORMANCE MEASUREMENT SERVICES

- a) **Budget and Planning Advisory Services** – Selected firm(s) may be asked to provide advisory services related to AHA budgeting and long term planning including business and financial modeling.

- b) **Business Performance Management** – Selected firm(s) may be asked to assist in measuring the results of specific departments, initiatives, programs or AHA in total, against the intended results set forth in the Mission, Vision and Goals of AHA. This may include developing metrics and identifying data sources for such data.
- c) **General Staff Augmentation** – Selected firm(s) may be asked to provide staff augmentation as required with skills including but not limited to: best practices, financial reporting, business intelligence, financial planning, business modeling, business/system analysis, general accounting, process documentation and other related areas.

SPECIALTY AREA (9) - PROCESS IMPROVEMENT / MANAGEMENT ADVISORY & CONSULTING SERVICES

- e) **Process Improvement** – Selected firm(s) may be asked to support AHA's ongoing improvement initiative and aid in the evaluation of its existing processes. Additionally, firm(s) may be asked to design and enhance selected practices, processes and procedures to streamline steps, requirements and create next generation business rules utilizing commonly accepted best business practices.
- f) **Project Management** – Selected firm(s) may be asked to provide project management services to include: creation of project plans in standard Microsoft Project Management software or other project management systems, facilitation of project meetings, tracking/reporting of project progress, management of selected projects and other project management services.

SPECIALTY AREA (10) - TAX PREPARATION AND ADVISORY SERVICES

- a) **Non-profit Tax Compliance** – Selected firm(s) may be asked to prepare the annual US Form 990 for AHA's affiliate entities.
- b) **Partnership Income Tax Compliance** – Selected firm(s) may be asked to prepare the annual US Form 1065 partnership return for AHA's affiliate entities.
- c) **Corporate Income Tax Compliance** – Selected firm(s) may be asked to prepare the US Form 1120 Corporate Income tax return for AHA's affiliate entities.
- d) **Information Return Compliance** – Selected firm(s) may be asked to prepare information returns such as the US Federal Form 1099.
- e) **Tax Advisory Services** – Selected firm(s) may be asked to provide expertise in tax matters related to transactions involving AHA and/or AHA's affiliate entities.

SPECIALTY AREA (11) - SEC COMPLIANCE REPORTING SERVICES

Selected firm (s) may be asked to provide consulting and advice services with respect to continuing disclosure requirements of the SEC (SEC Rule 15c-12), as amended, where AHA and/or certain of its affiliates have bond issues. Selected firm(s) may be asked to file all continuing disclosures, as required by the State of Georgia and other entities, if any, so that AHA will be in full compliance with all continuing disclosure requirements.

SPECIALTY AREA (12) - CREDIT ANALYSIS ADVISORY

- a) Selected firm(s) may be asked to develop best practices related to the credit analysis to determine the financial condition of AHA's landlords and Owner Entities of rental communities.
- b) Selected firm(s) may be asked to provide credit analysis services to assist AHA in determining the financial condition of AHA's landlords and Owner Entities of rental communities.

SPECIALTY AREA (13) - COLLECTION SERVICES

- a) Selected firm(s) may be asked to provide collection services for AHA primarily related to, but not limited to, AHA's landlords and/or participants over payments.

2.2 Contract Period (Initial and Option Terms)

The initial term of the contract will be three (3) years. The contract will include options for AHA to extend the contract, at the sole discretion of AHA, for seven (7) terms of one year each, subject to AHA and the successful Respondent negotiating fees and other terms that are mutually acceptable to the parties. In the event that the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, AHA may, with the written consent of the awarded Contractor, extend the contract for such period of time as may be necessary to permit AHA's continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

2.3 Service Locations

The services will be rendered primarily at the selected firm's office location and on-site at AHA's Headquarters, 230 John Wesley Dobbs, NE, Atlanta, Georgia 30303.

PART 3 – PROPOSAL EVALUATION

3.1 Clean Hands Policy

For this RFP, respondents should have a one-year cooling off period before advising an AHA development partner, unless respondent is granted a waiver by AHA President and CEO.

Procurement actions shall be conducted only with responsible Respondents who have the technical and financial competence to perform, who have the fiscal responsibility in business dealings, and who have a satisfactory record of integrity. Before awarding a contract, AHA shall review the proposed Respondent's ability to perform the contract successfully, considering factors such as the

Respondent's integrity, compliance with public policy, record of past performance on AHA and other jobs (including contacting previous clients of the respondent), and financial and technical resources. AHA shall not award a new contract or conduct new business with a bidding respondent, vendor or applicant who (i) has past due financial obligations or indebtedness to AHA pursuant to a contract or other transaction and has not fulfilled the obligation prior to submission of a bid, proposal or application for a contract, (ii) has an existing claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against AHA, whether civil or criminal (including any appeal or review of any of the foregoing) or (iii) in AHA's reasonable discretion, has taken action that may give rise to or threatened to assert a claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against AHA, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against AHA. The President and Chief Executive Officer may waive the requirements of this paragraph for good cause shown as determined by the President and Chief Executive Officer and if it is otherwise in AHA's best interests.

3.2 Evaluation Factor and Award

The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth above. Factors not specified in the RFP will not be considered. AHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.

After evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. AHA will negotiate with the Respondent(s) who fall within the competitive range. If required, only those Respondents within the competitive range may be selected for an oral presentation and/or interview.

The presentation/interview process will be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points may be added or deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee.

AHA reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range. Once negotiations are complete, AHA shall establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate previous offer shall be construed as its best and final offer.

The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered, are the most advantageous to AHA.

AHA reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. AHA may reject any or all offers if such action is in AHA’s interest, award contract other than to the lowest Respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Proposals that are considered nonresponsive will not receive consideration. AHA reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, AHA reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
Knowledge and Experience in Specialty Area	35
Staffing and Qualifications	35
Fee Proposal	15
Commitment to Diversity	15
TOTAL	100

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of AHA. AHA reserves the right to determine the suitability of proposals on the basis of all of these factors.

3.3 Evaluation Factor Descriptions

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Knowledge and Experience35 Points

- Provide detailed narrative on the firm’s experience in providing services for each Specialty Area for which your firm is responding - **25 Points**
- Provide detailed narrative on the firm’s approach to managing projects including timelines and budgets - **10 Points**

EVALUATION FACTOR B

Staffing and Qualifications35 Points

- The Lead Staff assigned to AHA’s Project Team shall have five or more years of relative experience in the Specialty Area(s) for which you are proposing. Provide résumés for the Lead Staff and/or consultants available to perform the requirements of this RFP for each Specialty Area to which you are responding. Also provide related information on staff qualifications, certifications, accreditation and/or licenses, if applicable - **25 Points**
- Describe the firm’s overall staffing approach - **10 Points**

EVALUATION FACTOR C

Fee Proposal15 Points

Firm(s) shall include comprehensive rates by staff position by Specialty Area utilizing the Fee Proposal identified in **Exhibit A – Fee Proposal**. Fees shall include all labor, administrative expenses, travel expenses, equipment, materials, profit and overhead necessary to perform work under the terms and conditions of this solicitation. Fees, nominal printing costs and other reimbursable items are the responsibility of the Respondent.

Each Respondent must submit a completed **Exhibit A – Fee Proposal**. Any supplemental information supporting **Exhibit A** must be submitted separately.

EVALUATION FACTOR D

Commitment to Diversity.....15 Points

This evaluation factor will be used to score Respondent’s commitment to diversity. Respondent should indicate any past or current successes and proposed activities relating to Section 3 and MBE/WBE initiatives. Indicate any *creative* or *innovative* ideas or training opportunities your company can implement relating to Section 3.

MAXIMUM TOTAL POSSIBLE POINTS.....100 POINTS

3.4 Responsibility Determination

The responsibility determination includes consideration of a Respondent’s integrity, compliance with public policy, past performance with AHA (if any), financial capacity and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government). AHA reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent’s proposal.

A. Financial Capacity Determination

AHA shall make an assessment of the Respondent’s financial capacity, that is, whether in the sole opinion of AHA, the Respondent is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. AHA will award a contract only to the responsible Respondent who, in AHA’s sole opinion, has the financial ability to successfully perform under the terms of this RFP. AHA’s determination will include an assessment of the Respondent’s financial resources/ability to perform the scope of work in accordance with the RFP requirements.

Respondents who make the competitive range may be asked to submit financial information. Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible for award.

At a minimum, the additional information shall include the following:

AUDITED FINANCIAL STATEMENTS - Previous Two (2) Years to include:

- Balance Sheets
- Income Statements and/or Cash Flow Statements)

Note: Financial statements will not be returned. In accordance with AHA procedures, after review and analysis, all financial statements will be shredded and destroyed prior to award of the contract.

B. Technical Capacity Determination

AHA will conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. AHA reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. AHA will make a finding of the Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

A Respondent will be determined responsible if AHA determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFP scope of work in a satisfactory manner.

PART 4 – MANDATORY SUBMITTALS

4.1 Mandatory Submittals

The following Mandatory Submittals that must be included as a part of the proposal and received by the due date and time are:

*MANDATORY SUBMITTALS
Exhibit A – Fee Proposal Form
Exhibit B – AHA Required Certifications and Representations
Exhibit C – Subcontractor Data Form
Exhibit D – Section 3 Self-Certification Form
Exhibit E – Principal Personnel Disclosure Statement Certification and Instructions
Exhibit F – Addenda Acknowledgement Form (if applicable)
Exhibit G – References

**Forms shall be completed, signed, and notarized where required or marked "Not Applicable" where appropriate. All forms are available in Adobe's PDF format for viewing and printing. To view and use the forms you must install Adobe Acrobat Reader on your computer. Acrobat 5.0 (minimum) is required for all fillable forms.*

4.2 Principal Personnel Disclosure Statement Certification Form

AHA requires that a notarized *Principal Personnel Disclosure Statement Certification Form (Exhibit E)* be submitted by each Respondent. Preparation of these documents is governed by the instructions identified on the Form. The following definitions apply when completing this Form:

- A. **Sole Proprietorships.** A sole proprietorship is a business owned by one (1) individual.
- B. **Partnerships.** A partnership exists when two (2) or more persons associate to conduct a business enterprise.
- C. **Limited Liability Companies.** A limited liability company is a legal entity created by state law.
- D. **Corporations.** A corporation is a legal entity created by state law. **All officers and assistant officers shall be identified on the Principal Personnel Disclosure Statement Certification form.**
- E. If the organization is a business trust, joint stock Company, cooperative or an international organization, please contact the Acquisition & Management Services for further instructions and guidance regarding completion of the **Principal Personnel Disclosure Statement Certification Form.**

4.3 Disclosure Statement

Prior to award, and while Respondent is conducting business with AHA, Respondent is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide a full and complete disclosure, in writing, to the Vice President, Acquisition & Management Services. The Disclosure Statement must be presented on Respondent's letterhead, notarized and signed by the individual making the disclosure. The details to be included in the Disclosure Statement may be found on the bottom of the *Principal Personnel Disclosure Statement Certification Form (Exhibit E)*.

4.4 Certification Regarding Debarment

Respondent certifies by submission of its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. All Respondents are required to submit a Disclosure Statement if this is not the case.

4.5 Exceptions to the Contract Terms

Exceptions to the contract terms must be identified and submitted with the Respondent's proposal. AHA will not accept proposed exceptions that conflict with or attempt to preempt mandatory requirements.

Prior to award, and if necessary, the apparent winning Respondent may be required to enter into discussions with AHA to resolve any contractual differences before an award is made. These discussions

will be finalized and all exceptions resolved within the timeframe specified by AHA after notification of potential award. Failure to resolve contractual differences will lead to rejection of the Respondent's proposal.

See Part 6 – Terms Sheet of this RFP for contract terms.

PART 5 – RFP ADMINISTRATIVE TERMS AND CONDITIONS

5.1 Required AHA Vendor Registration

All Respondents who are determined to have a reasonable chance of being selected for award must be registered with AHA through AHA's website. However, registration with AHA is not required to make an offer (any unregistered Respondent must simply register as required upon determination by AHA that there is a reasonable chance of being selected for award). Refer to the following Internet URL for more information about Vendor Registration and to register on-line – <http://www.atlantahousing.org/business/vendors/index.cfm>.

All registered vendors are responsible for contacting AHA to update your firm's point of contact, company information (i.e., telephone number, e-mail address, new EIN), change of address and/or product information in the system.

Respondent is responsible for contacting their local city and county authorities (usually the Clerk of the Superior Court's Office) and the State of Georgia (Secretary of State's office – www.sos.georgia.gov) to ensure that Respondent has complied with all laws and is authorized and/or licensed to do business in Georgia. All applicable fees associated therewith are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents and subcontractors shall also comply with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

5.2 Cost of Proposals

All costs incurred, directly or indirectly, in response to this solicitation, including the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Respondent. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Respondent. AHA will not provide reimbursement for such costs.

5.3 Ownership of Documents

All documents and information generated, prepared, assembled and provided to AHA pursuant to this RFP become the property of AHA upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to AHA as a result of this RFP.

5.4 Public Access to Procurement Record

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq., require certain public records be made available for public inspection. Even though information (financial or other information) submitted by a Respondent may be marked as "confidential", "proprietary", etc., AHA will make its own determination regarding what information may or may not be withheld from disclosure.

5.5 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such

representative is established and a signed receipt of the withdrawn proposal is received by AHA prior to the contract award.

5.6 Advertising

Respondent agrees not to use the fact of or the results from submission of a proposal as a part of any commercial advertising. AHA does not permit the use of AHA's relationship with an entity for purposes of marketing efforts, unless AHA specifically agrees otherwise.

5.7 Funding Limitations

This procurement may be funded, in whole or in part, by grant funds provided by the U. S. Department of Housing and Urban Development ("HUD"). AHA will not be bound to any contract if funding has been disallowed by HUD.

5.8 AHA Authorized Procurement Authority

In accordance with AHA's Final Amended and Restated Contracts and Procurement Policy Statement contracts in excess of \$100,000 shall be subject to approval by AHA's Board of Commissioners prior to award and contract execution.

5.9 Amendments to Solicitation

AHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with AHA's policies, and the laws and regulations governing HUD programs.

All addenda to this solicitation will be posted on AHA's website. **It is the responsibility of the Respondent to monitor AHA's website for any addenda issued.** Each Respondent must acknowledge all addenda issued on AHA's website so as to ensure that addenda are considered in their proposal response (see **Exhibit F - Addenda Acknowledge Form**). All Respondents are encouraged to frequently check AHA's website for additional information.

5.10 Cancellation of Solicitation

AHA reserves the right to cancel a solicitation when it is determined to be in the best interest of AHA to do so.

5.11 Notices

All notices, demands, requests, and claims pertaining to the award of the contract must be addressed in writing to:

Albert Murillo
Director, Contract and Procurement
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, NE, 5th Floor
Atlanta, Georgia 30303-2429

Any actual or prospective Contractor may protest the solicitation or award of a contract. All protests of the solicitation must be received five days prior to the proposal due date. All protests of the contract award must be received within five days (i) after the basis of the protest is known or (ii) after the actual or prospective Contractor is notified of the award. All protests shall be in writing and submitted to the Contracting Officer (or designee), who shall issue a written decision on the matter. The Contracting Officer (or designee) may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

5.12 Contracting Officer

AHA's Contracting Officer is the President and Chief Executive Officer of AHA.

5.13 Holidays

AHA recognizes the following holidays as vacation days for its employees:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King, Jr.'s Birthday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Day after Christmas

If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

PART 6 – TERMS SHEET

The following terms will be incorporated into the contract between the successful Respondent(s) ("Contractor") and AHA. All exceptions to these suggested terms should be stated in writing as an "Exception to Contract Terms" and submitted with the proposal response. The following suggested terms that will be included in the contract are not inclusive of all terms that may become a part of the contract.

6.1 Invoices

Invoices may be submitted on no more than a monthly basis. Payment will be made to Contractor within 30 calendar days of receipt of an invoice, so long as Contractor is in compliance with the material terms of the contract. AHA may seek reimbursement for paid invoices if it later determines that the Services there under were not adequately performed.

6.2 Personnel

Contractor warrants that all persons assigned to perform Services under the contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by AHA as specified by AHA. All persons assigned to perform Services under the contract shall be qualified and have any professional licenses required to perform such Services. AHA shall retain the right to demand and receive a change in personnel of Contractor or a subcontractor assigned to perform the scope of work if AHA believes that such change is in the best interest of AHA and the completion of the contracted work.

6.3 Contractor's Responsibilities

- a. Contractor and its agents will be held to be an independent contractor, and will not be an employee of AHA.
- b. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Contractor, its subcontractors, and its and their principals, officers, employees, and agents. In performing such services, Contractor shall follow practices consistent with generally accepted professional and technical standards.
- c. Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- d. Before a contract is executed, Contractor must hold all necessary, applicable professional licenses required by the State of Georgia and all other regulatory agencies necessary to complete the Services. Contractor shall obtain, at Contractor's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. AHA may require evidence of proper licensure.

6.4 Insurance

Contractor will be required to obtain and maintain the following insurance coverages during the entire contract period:

A. Minimum Limits and Coverage

- I. Worker's Compensation and Employer's Liability with the following minimum limits and coverage:
 - a. Workers Compensation - Statutory Limit in accordance with the laws of the State of Georgia
 - b. Employer's Liability:
 - i. \$500,000 bodily injury for each accident
 - ii. \$500,000 bodily injury by disease for each employee
 - iii. \$500,000 bodily injury disease aggregate

- II. Commercial General Liability with the following minimum limits and coverage:
 - a. \$1,000,000 combined single limit for each occurrence for bodily injury/property damage
 - b. Additional Insured Endorsement

- III. Automobile Liability with the following minimum limit and coverage:
 - a. \$1,000,000 combined single limit each accident.
 - b. Coverage shall be for any auto (including owned, hired, and non-owned autos)
 - c. Additional Insured Endorsement

Contractor shall provide proof of insurance to AHA prior to execution of the contract and at the beginning of each option term.

B. Additional Requirements

AHA reserves the right to require the Contractor to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving 30 days' written notice thereof to Albert Murillo, Director, Contract and Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.

Certificate(s) of Insurance shall be provided to AHA evidencing that all coverages, limits and endorsements required herein are maintained and in full force. AHA shall be listed on the Certificate as an additional insured as noted in the above coverage requirements.

The insurance carrier shall be licensed to transact business in the State of Georgia and shall carry a current A.M. Best's rating of no less than B+ VI.

Contractor agrees, and hereby authorizes its insurer, to notify AHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to,

events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.

The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by AHA.

AHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, AHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

6.5 Indemnification

AHA is defined in this section to include AHA Commissioners, employees, agents and/or assigns. Contractor agrees to indemnify AHA and hold it harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney fees arising out of or related to (a) a breach of the contract by Contractor or (b) the performance of the Services, whether by Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder. Contractor's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Contractor shall not settle or compromise any indemnifiable claims hereunder without the prior written consent of AHA.

AHA cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Contractor or any other person or entity whatsoever, for any purpose whatsoever.

6.6 Compliance with Laws

- a. Contractor and its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders applicable to the work described herein, including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Contractor shall further comply with the applicable Annual Contributions Contract ("ACC") related to such development. To the extent such work is related to a mixed finance development, Contractor shall comply with the provisions of 24 CFR § 941.208.

b. **HUD Section 3 Compliance**

1. The services to be performed under the contract are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("HUD Section 3"). The purpose of HUD Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by HUD Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The Parties hereby agree to comply with HUD's regulations in 24 CFR Part 135, which implement HUD Section 3 (the "Implementing Regulations"). As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the implementing Regulations.
3. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this HUD Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the HUD Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.
4. Contractor agrees to include this HUD Section 3 clause in every subcontract subject to compliance with the Implementing Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Implementing Regulations. Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Implementing Regulations.
5. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is signed, and (2) with persons other than those to whom the Implementing Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Implementing Regulations.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic

Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

c. MBE/WBE

It is the policy of the Atlanta Housing Authority to take steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the Atlanta Housing Authority.

The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this in AHA's contracts, the term "minority or women's business enterprise" means a business, at least 50% of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

d. Energy Efficiency

Contractor will comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the Services are performed.

e. Clean Air and Clean Water

For contracts in excess of \$100,000, Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR part 15.

f. Equal Employment Opportunity

Contractor, during the performance of the contract, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall comply with applicable federal and state non-discrimination and equal opportunity laws, rules, regulations and executive orders.

g. Anti-Lobbying

1. Contractor will not use federally- appropriated funds that have been paid or will be paid, by or on behalf of Contractor, for the purpose of influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. Contractor agrees to disclose any conflict as soon as such conflict becomes known or should have become known.
3. Contractor agrees to include the language of this subsection in the award documents for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and subcontractors shall acknowledge and disclose accordingly.

6.7 Termination for Convenience and Default

- a. AHA may terminate the contract, in whole or in part, for AHA's convenience by delivering to Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AHA all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.
- b. Either Party may terminate the contract upon the material breach of the contract by the other Party, which breach is not cured within 30 calendar days following written notice thereof; provided, however, that if such breach is not susceptible to cure the non-breaching Party may terminate the contract immediately upon written notice thereof to the breaching Party. For avoidance of doubt, any materially false, deceptive, incorrect or incomplete statement, representation or certification by Contractor in connection with the contract or in the RFP process shall constitute a material breach that is not susceptible to cure by Contractor. Upon the termination of the contract by AHA pursuant to this subsection, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AHA all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.
- c. If the termination is for the convenience of AHA, then AHA shall be liable only for payment for Services rendered before the effective date of the termination. In arriving at the amount due Contractor for a termination for convenience, in no event shall the payment to Contractor exceed the aggregate price set forth in the contract and there shall be deducted: (i) all progress payments to Contractor under the terminated portion of the contract, and (ii) any claim which AHA has against Contractor under the contract.
- d. If the termination is due to breach by Contractor, AHA may (i) require Contractor to deliver to it, in the manner and to the extent directed by AHA, any work as described in subparagraph (b) above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional cost incurred by AHA; and (iii) withhold any payments to Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to AHA by Contractor.
- e. If, after termination for breach by Contractor, it is determined that Contractor had not in fact breached the contract, the termination shall be deemed to have been effected for the convenience of AHA, and Contractor shall be entitled to payment as described in subparagraph (c) above.
- f. Contractor agrees that upon termination of the contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the Services to AHA or

another contractor. Contractor shall provide full disclosure to AHA and the third-party contractor about the equipment, software, or services required to perform the Services for AHA.

6.8 Disputes

- a. The Parties agree to attempt to resolve all disputes and misunderstandings that may arise under or relating to the contract by agreement of the Parties or through amicable negotiations.
- b. All claims by Contractor shall be made in writing and submitted to AHA. AHA shall, with reasonable promptness, but in no more than 30 calendar days, render a decision concerning any claim hereunder. Unless Contractor, within 20 calendar days after receipt of AHA's decision, shall notify AHA in writing that it takes exception to such decision, the decision shall be final and conclusive. Contractor shall proceed diligently with performance of the contract, pending decision from AHA concerning any claim hereunder.
- c. If Contractor does not agree with the decision of AHA, Contractor may pursue other legal means to resolve such claim. The venue of any action brought under the contract shall be in the Superior Court of Fulton County, Georgia

6.9 Examination and Retention of Contractor's Records

- a. Contractor shall maintain, during the performance of the contract, and for a period of at least three years following the date of final payment under the contract, all of Contractor's books, documents, papers and other records, including electronic records, involving transactions related to the contract for the purpose of making audit, examination, excerpts, and transcriptions. AHA, the United States Department of Housing and Urban Development ("HUD"), or Comptroller General of the United States, or any of their duly authorized representatives, shall, until three years after final payment under the contract, have access to and the right to examine all such books, documents, papers and other records, including electronic records.
- b. Contractor agrees to include in first-tier subcontracts under the contract a clause substantially the same as subsection (a) above. "Subcontract," as used in this section, excludes contracts not exceeding \$10,000.
- c. Notwithstanding anything to the contrary set forth in this section, the periods of access and examination in subsection (a) above shall continue until final disposition of any appeals, litigation, claims or exceptions related thereto that were commenced prior to the expiration of such three year period.

6.10 Ownership Rights in Works

All data, materials, documentation, computer programs, inventions (whether or not patentable) and works of authorship created or developed in whole or in part by Contractor during the contract period in connection with the performance of the Services hereunder (collectively, "Works") shall be considered work made for hire by Contractor and owned by AHA. Works shall not be reproduced or used by Contractor without the express written consent of AHA. Contractor shall execute all documents and take all actions necessary to vest ownership of the Works in AHA.

6.11 Intellectual Property

Contractor agrees it will not use the name or any intellectual property of AHA, including but not limited to, AHA copyrights, trademarks or logo in any manner, including commercial advertising or use as a business reference, without the prior written consent of AHA.

6.12 Confidential Information

AHA may provide Contractor with information owned by or relating to AHA and its business, including, without limitation, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by AHA ("Confidential Information"). Contractor agrees to only use AHA's Confidential Information to the extent necessary to perform the Services as contemplated herein. During the Contract Period and for two years following the expiration or earlier termination thereof, Contractor shall keep confidential and shall not publish or otherwise disclose, or permit its employees, subcontractors and assigns to publish or otherwise disclose, any of AHA's Confidential Information without AHA's prior written approval; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, such covenants shall continue for so long as such Confidential Information so constitutes a trade secret. At a minimum, Contractor shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance. All Confidential Information is and shall remain AHA's property and Contractor shall return such Confidential Information, and all embodiments thereof, to AHA upon expiration or termination of the contract or upon the earlier request of AHA. Contractor agrees that all of its employees and subcontractors will, upon AHA's request, sign a confidentiality statement, in a form approved by AHA in its reasonable discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this section. The following types of information shall not be subject to the requirements of this section: (a) information which is or becomes known to the public through no act or omission of Contractor; (b) information which Contractor can demonstrate was in its possession prior to the execution of the contract (and was provided by a source other than AHA); (c) information which Contractor developed independently from any relationship with AHA; and (d) information which Contractor acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

6.13 Conflicts of Interest

Contractor agrees to notify AHA if any of the following persons enter into an agreement with Contractor while such persons are in the roles listed below or within one year after termination of such roles and further certifies that Contractor is not:

- a. A member or officer of AHA's Board of Commissioners or an *immediate family member of an officer of AHA's Board of Commissioners. This prohibition does not include any present or former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, AHA, or a business entity.
- b. Any AHA employee who formulates policy or who influences decisions with respect to AHA's projects, or any member of the employee's *immediate family, or the employee's partner.
- c. Any public official, member of the local governing body, or State or local legislator (including members of the City of Atlanta City Council, Fulton County Board of Commissioners, DeKalb County Board of Commissioners, or Georgia legislator), or any member of such individuals' *immediate family, who exercises functions or responsibilities with respect to AHA's projects.

- d. A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam).

* "*Immediate family member*" means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

Contractor agrees to notify AHA in writing if it has, during the course of the contract, any organizational conflict of interest, which is defined as a situation in which the nature of work under the contract and a Contractor's organizational, financial, contractual or other interests are such that award of the contract may result in an unfair competitive advantage or Contractor's objectivity in performing the Services may be impaired.

The terms of this section shall be included in all subcontracts entered into by Contractor in connection with the contract.

At all times while Contractor is conducting business with AHA, it is required to disclose in writing, any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. If Contractor has a conflict of interest, it must provide a full and complete disclosure, in writing, to AHA's Vice President, Acquisition & Management Services. The Disclosure Statement must be presented on Contractor's letterhead, notarized and signed by the individual making the disclosure.

6.14 Prohibition against Gifts/Favors/Anything of Monetary Value

No AHA employee can accept or solicit for themselves or for others, anything of value from Contractor or any person, corporation, or other entity doing business with or attempting to do business with AHA. The term "anything of value" includes, but is not limited to, gifts, money, property, meals, favors, personal benefit, entertainment, loans, or promises. Contractor shall report any violation of this prohibition immediately to the Vice President, Acquisition & Management Services, 230 John Wesley Dobbs Avenue, 5th Floor, Atlanta, Georgia 30303-2421.

6.15 Assignment

Contractor may not assign the contract or any part thereof, or assign any of the monies to be paid thereunder, or assign or delegate any of its rights, duties or obligations under the contract to any other party, whether by operation of law or otherwise, without the prior written consent of AHA. In the event Contractor subcontracts the performance of any of the Services to a third party approved by AHA in accordance with this section, Contractor and each subcontractor shall enter into a subcontracting agreement in such form as approved by AHA in its sole discretion, which form shall include, without limitation, all required provisions set forth in the contract. Any purported assignment in violation of this section shall be null and void. In its sole discretion, AHA reserves the right to refuse approval of any assignment.

6.16 Non-Exclusive Rights

The resulting contract is not exclusive. AHA reserves the right to select other contractors to provide services similar to the Services described in the contract during the contract period.

6.17 Contract Modification

AHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, and to make other changes and modifications consistent with AHA's policies and applicable local, State and Federal laws.

6.18 Governing Law

The contract will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflict of laws.