



**Request for Proposals #2019-0101
Executive Bench Search**

February 8, 2019

Albert Murillo
Director, Contracts & 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 (“AH”), a public body corporate and politic created under the Housing Authorities Laws of the State of Georgia, is a diversified real estate company with a public mission and purpose. AH meets its mission by deploying its assets to facilitate affordable housing opportunities for low-income, elderly, and disabled households in the City of Atlanta. AH has broad corporate powers including, but not limited to, the power to acquire, manage, own, operate, develop and renovate housing, invest and lend money, create for-profit and not-for-profit entities, administer vouchers, issue bonds for affordable housing purposes and develop commercial, retail and market rate properties that benefit affordable housing. Many of AH’s programs are funded, in part, and regulated by the U.S. Department of Housing and Urban Development (“HUD”) under the provisions of the U.S. Housing Act of 1937, as amended, and as modified by AH’s Moving to Work Agreement dated September 23, 2003, as amended and restated effective as of November 13, 2008, and as further amended effective as of January 16, 2009 (“MTW Agreement”). Today, AH is the largest housing agency in Georgia and one of the largest in the nation, serving approximately 50,000 people. To learn more about AH and its history, mission, and business plan, Respondents are encouraged to visit AH’s website www.atlantahousing.org.

1.2 Solicitation Purpose

It is the intent of The Housing Authority of the City of Atlanta, Georgia (“AH”) to enter into a multi-year contract with qualified professional firms that possess a vast level of experience with conducting executive searches designed to identify a diverse pool of applicants, as needed or required by AH. Firms must have the expertise on staff to provide said services. The successful Respondent(s) shall provide all required services and supplies to include all personnel, labor, material, equipment, freight and transportation in accordance with the contract requirements stated herein.

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. Additionally, please refer to Section 6.1 of the solicitation for important information on Firm Registration.

1.3 Schedule of Events

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

EVENTS	DATE AND/OR TIME
RFP Released	Friday, February 8, 2019
Solicitation Opens for Responses	Thursday, February 14, 2019 by 3:00 P.M. EST
Deadline for Questions and/or Comments	Thursday, February 28, 2019 by 12:00 P.M. EST
Proposals Due Date and Time	Thursday, March 14, 2019 at 2:00 P.M. EST

AH reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, AH will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP.

1.4 Communications

In order to maintain a fair and impartial competitive process, Atlanta Housing and any outside consultants assisting Atlanta Housing 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.

- through the RFP Point of Contact named below;
- 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. AH reserves the right to reject the quote of any Respondent violating this provision.

- A. Questions must be submitted via the Q&A Board on AH's Business Management Portal. **AH will receive requests for additional information and/or clarification relative to this solicitation between Thursday, February 14, 2019 and 12:00 P.M. EST, Thursday, February 28, 2019.**
- B. Responses to these questions will be addressed in writing via the AH's electronic procurement system. AH **will not** respond to requests for information after the date stated above. **It is the responsibility of the Respondent to monitor AH's website for any addenda issued.** All Respondents are encouraged to frequently check AH's website/portal for additional information.

RFP Point of Contact

Tony L. Hall
Acquisition Procurement Analyst
The Housing Authority of the City of Atlanta, Georgia
Acquisition & Management Services
230 John Wesley Dobbs Avenue, NE, 5th Floor
Atlanta, Georgia 30303-2421
Email: tony.hall@atlantahousing.org

PART 2 – SCOPE OF WORK

2.1 Scope of Work and Specific Requirements

Atlanta Housing seeks proposals from qualified executive search firms and/or consulting organizations to provide executive recruiting services for Atlanta Housing. Atlanta Housing is committed to attracting the most experienced and qualified executive candidates in today's employment market. To this end, AH seeks organizations to provide candidates for positions at the director level and above.

The Respondent(s) will be expected to provide services in all of the service categories identified below. The recruitment service categories and tasks listed represent the minimum services expected to be performed in any given search. Respondents should also provide collateral material describing any additional services offered.

2.2 Deliverables

The awarded firms will be responsible for delivering the following services and requirements:

- I. Solicit input from AH through meetings and/or interviews to understand the role, responsibilities, qualifications and appropriate experience needed for the position.
- II. **Marketing:** Develop and implement an aggressive recruitment strategy and plan to identify potential qualified candidates, including the preparation and placement of advertisements in appropriate professional journals, publications and web-based/ technology platforms. Develop a timetable for completion of the work.
- III. **Sourcing:** Actively seek those candidates whose background, experience and education best meet the needs of the position by sourcing job candidates through a number of different channels including advertising in nationally recognized publications likely to attract qualified candidates, proactively reaching out to candidates in the marketplace that may not be actively seeking the position, accessing the firm's network of qualified C-level candidates and other best practice recruitment strategies utilized in the industry
- IV. **Assessment:** As required, administer assessments for each search. In the event politically sensitive or potentially embarrassing issues arise from the candidate's background, conduct in-depth interviews with the principle parties to clarify the event.
- V. **Interview Process:** Arrange and coordinate the interviews for the top qualified candidates, including but not limited to the development of interview itineraries and travel arrangements. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of 10 to 15 candidates with the most promising qualifications for the position.
- VI. **Candidate Selection:** Provide consulting and advisory services to hiring officials on the final candidate selection. In the event that the selected candidate leaves employment with the agency before a period of one year, an additional recruitment and selection process will be conducted at no cost to the agency.
- VII. **References/Background Checks:** Conduct complete and detailed reference check. A minimum of three reference checks must include a review of past, personal and public fiscal responsibility. The reference checks shall include a review of the applicant's technical ability, as well as the applicant's ability to effectively interact and communicate with co-workers. **Preliminary criminal background checks of those candidates who appear to be best qualified for the position should be completed in advance of interviews.**

The Respondent shall provide all required services and supplies to include labor, materials, and transportation in accordance with the requirements stated herein.

2.3 Fee Proposal

Respondent will outline its fee structure and/or rates clearly and completely. Clarity of the proposed fees, reasonableness of cost and the relationship of cost to completed services/deliverables are important elements in the evaluation of the Respondent's Fee Proposal. All costs and expenses not clearly identified as part of the Respondent's proposal submission will not be considered at a later date.

If available, Respondent may provide a list of optional services and the associated fees that will aid AH in meeting the goals of the Scope of Work. AH may wish to consider these optional services based on the availability, associated costs and value add to the overall initiative.

PART 3 – PROPOSAL SUBMISSION

3.1 Proposals Format and Structure

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.

Responses shall be submitted within each section presented below. The sections are as follows:

- A) Marketing
 - B) Sourcing
 - C) Assessment
 - D) Interview Process
 - E) Candidate Selection
 - F) References/Background Checks
-
- A. All proposals must be submitted electronically through Atlanta Housing's electronic sourcing (e-sourcing) portal located at: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=AH>
 - B. Service Providers interested in responding to this Request for Proposal MUST be registered with Atlanta Housing at: <https://solutions.scquest.com/apps/Router/RegistrationChecklist?CustOrg=AH>
 - C. Each proposal and all materials submitted to AH in response to this RFP shall become the property of AH. Selection or rejection of a proposal does not affect this right.
 - D. Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.

All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Respondent's quote.

AH may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Respondent's best terms from a cost or price and technical standpoint.

3.2 Submission of Proposals

By submitting a response to the RFP, the Respondent is acknowledging that the Respondent—

- 1. Has read the information and instructions; and
 - 2. Agrees to comply with the instructions contained herein.
-
- A. **Proposals received after the due date and time will not be accepted or evaluated and shall remain unopened.**

- B. **Proposals will only be accepted during AH's normal business days and hours, which are Monday through Friday, 8:00 A.M. through 5:00 P.M. Atlanta Time.**
- C. All Respondents submitting a proposal must agree to honor the terms and conditions contained within this document, all associated exhibits, and AH's contract terms herein.
- D. Each proposal and all materials submitted to AH in response to this RFP shall become the property of AH. Selection or rejection of a quote does not affect this right.
- E. AH reserves the right to—
 - Reject any or all offers, discontinue this RFP process and re-publicize this RFP without obligation or liability to any potential Respondent,
 - Accept other than the lowest priced offer, and
 - Award more than one contract.

PART 4 – PROPOSAL EVALUATION

4.1 Evaluation Factors and Award

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (e.g., qualifications and experience, cost), based upon the evaluation factors specifically established for this RFP.

All proposals shall set forth full and accurate information in response to all evaluation factors in the order listed below to be considered responsive. Proposals will be evaluated based on the responsiveness of the Service Provider's information to the Evaluation Factors which will demonstrate the Service Provider's understanding of the Evaluation Factors.

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

EVALUATION FACTORS	MAXIMUM POINTS
Executive Summary	20
Organizational Structure & Staffing	25
Methodology / Technical Approach	35
Fee Proposal	15
Diversity Opportunity Plan	5
TOTAL	100

4.2 Evaluation Factor Description

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

EVALUATION FACTOR A

Executive Summary..... 20 Points

The Summary shall include the following:

- i. Statement of Firm's interest in working with AH;

- ii. Summary of how the Respondent's organizational structure – including related experience, qualifications, and professional expertise;
- iii. Respondent's strength in the industry
- iv. Details of Firm's workload and ability to be responsive to AH requirements; and
- v. Identify the name and signature of an authorized representative of the Firm authorized to negotiate services and cost with AH. Please include the authorized representative's name and title, telephone (or mobile) number and email address.

EVALUATION FACTOR B

Organizational Structure & Staffing.....25 Points

Respondent shall provide the names and titles of each individual who will be providing the Executive Search Services, as well as written descriptions of the individual's experience. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications. AH reserves the right to review the background of any or all personnel assigned to work under the resulting Contract, including any assignments thereto, and, based on such investigations, to reject the use of any persons within AH's discretion.

Also, include any specialized skills, training or credentials that are relevant to the required services.

EVALUATION FACTOR C

Methodology / Approach.....35 Points

Respondents shall provide a narrative response detailing the plan for performing the services, which articulates what services and the level of effort that would be required for each search engagement.

EVALUATION FACTOR D

Fee Proposal.....15 Points

Respondent will outline its fee structure and/or rates clearly and completely. Clarity of the proposed fees, reasonableness of cost and the relationship of cost to completed services/deliverables are important elements in the evaluation of the Respondent's Fee Proposal. All costs and expenses not clearly identified as part of the Respondent's proposal submission will not be considered at a later date.

If available, Respondent may provide a list of optional services and the associated fees that will aid AH in meeting the goals of the Scope of Work. AH may wish to consider these optional services based on the availability, associated costs and value add to the overall initiative.

EVALUATION FACTOR E

Diversity Opportunity Plan5 Points

AH shall, to the greatest extent feasible, make every effort to ensure that small businesses, minority owned and women-owned businesses, and labor surplus area businesses, and other individuals or firms located in or owned in substantial part by persons residing in the area of AH-owned communities are used when possible in AH's contracting opportunities.

Respondent is encouraged to provide a contracting/employment opportunity plan, noting the potential jobs and subcontracting opportunities that will be made available by Respondent for the services to be provided.

MAXIMUM TOTAL POSSIBLE POINTS.....100 POINTS

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

4.3 Evaluation and Award Process

An evaluation committee shall be established to evaluate proposals based solely on the evaluation factors set forth in the RFP. Factors not specified in the RFP will not be considered. AH reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFP.

After evaluations, the committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering both the technical aspects and cost of the proposal. AH will negotiate with the Respondent(s) who fall within the competitive range. If required, only those Respondents within the competitive range will be selected for presentation/interview. The presentation/interview process will be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points will be deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee. In the case where proposals are scored equally, price shall be the determining factor.

AH 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, AH shall establish a common 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 firm whose qualifications, price and other factors considered, are the most advantageous to AH.

AH reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions.

4.4 Responsibility Determination

Based on the scope size, complexity and potential risk to AH, the following processes will be followed to determine and document Respondent responsibility. Respondents who after proposal evaluation make the competitive range may be asked to submit additional information. Failure by the Respondent to provide such additional information within the allotted time may render the Respondent ineligible for award.

AH shall make an assessment of the Respondent's responsibility, that is, whether in the opinion of AH the Respondent is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. AH will award a contract only to responsible Respondent's that have the ability to successfully perform under the terms of this RFP. AH's determination includes an assessment of the Respondent's technical resources/ability to perform the scope of work in accordance with the RFP requirements. The responsibility determination also includes consideration of a Respondent's integrity, compliance with public policy, past performance with AH (if any), and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government).

A. Technical Capacity Determination

AH 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. AH reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's quote. 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. AH 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 AH 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.

4.5 Opportunity Inclusion Program

It is the policy of the Housing Authority of the City of Atlanta, Georgia (Atlanta Housing) that Minority, Women Owned and Small Business Enterprises (MBE/WBE/SBE as defined in regulations developed by the Secretary of the Department of Housing and Urban Development (HUD) and promulgated in 2 CFR 200, The National Affordable Act 42 U.S.C 12703, and HUD Procurement Handbook for public Housing Agencies 7460.8 Rev.2 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds and that bidders, proposers or contractors and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds.

MBE/WBE/SBE economic participation shall be implemented through Atlanta Housing's Opportunity Inclusion Policy via an MBE/WBE/SBE Utilization Plan that is submitted by entities seeking to do business with Atlanta Housing or its partners who utilize federal funding in whole or in part.

Accordingly, businesses intending to respond to this RFP shall agree to expend no less than 15% of the total contract price, inclusive of all modifications and amendments through work w/ certified MBEs and WBEs and/or proposed some lesser percentage participation coupled with good faith efforts to include MBE/WBE/SBE firms and thereby demonstrate the non-feasibility of the aspirational percentage published herein.

Firms that are included on an MBE/WBE/SBE Utilization Plan must be either certified by a support agency that is recognized by AH to do so or must at least be able to show that it is currently undergoing an application process to become certified. Firms with pending certifications will be approved for contract award purposes but will not count towards actual MBE/WBE/SBE participation without a final approval of certification.

Atlanta Housing's OIP is included as Attachment ____ to this RFP and available on AH's website at www.Atlantahousing.org.

4.6 Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires that AHA ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very-low income persons.

AHA is committed to utilizing residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with funds from HUD. It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The Respondent(s) will be required to submit with their proposal either a Contract Compliance Affidavit (Schedule A) or a measurable Section 3 Action (Schedule B) to include training, employment, contracting and other economic opportunities throughout all phases of the development work. The Action Plan should include a brief description of the job opportunities, business opportunities and/or training for Section 3 eligible participants. Some examples of opportunities include word processing, payroll, research, accounting, landscaping, painting, carpentry, and catering, to name a few. As contractors, Respondents will be expected to report on the progress of its Section 3 Action Plan on a quarterly basis, or as otherwise requested by AHA. All Respondents to this RFP are required to comply with the requirements of Section 3, (Schedule A) - Contract Compliance Affidavit, as applicable.

Atlanta Housing's Section 3 Policy is included as Attachment E to this RFP and available on AH's website at www.Atlantahousing.org.

PART 5 – MANDATORY SUBMITTALS

5.1 Mandatory Submittals

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

*MANDATORY SUBMITTALS
Exhibit A – Fee Proposal
Exhibit B – Required Representations and Certifications**
Exhibit C – Clean Hands Certification
Exhibit D – Subcontractor Data Form
Exhibit E – Section 3 Self-Certification Form
Exhibit F – Principal Personnel Disclosure Statement Certification and Instructions
Exhibit G – Contract Compliance Affidavit
Exhibit H – Respondent Disclosure Certification**
Exhibit I - E-Verify Affidavit(s)**
Exhibit J – Addenda Acknowledgement Form (if applicable)
Exhibit K – MBE/WBE/SBE Utilization Plan

**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.*

***In addition, these forms are required for all joint venture partners (if applicable) and/or subcontractors (if applicable)*

5.2 Principal Personnel Disclosure Statement Certification Form

AH 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.

5.3 Disclosure Statement

Prior to award, and while Respondent is conducting business with AH, 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: Director of Contracts & Procurement. 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 F**).

5.4 Certification Regarding Debarment

Respondent certifies by submission of its quote, 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.

5.5 Exceptions to the Contract Terms

EXCEPTIONS OR OBJECTIONS TO THE PROPOSED CONTRACT TERMS MUST BE IDENTIFIED AND SUBMITTED WITH THE RESPONDENT'S QUOTE. AH WILL NOT ACCEPT PROPOSED EXCEPTIONS OR OBJECTIONS 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 AH TO RESOLVE ANY CONTRACTUAL DIFFERENCES BEFORE AN AWARD IS MADE. THESE DISCUSSIONS WILL BE FINALIZED AND ALL EXCEPTIONS RESOLVED WITHIN THE TIMEFRAME SPECIFIED BY AH AFTER NOTIFICATION OF POTENTIAL AWARD. FAILURE TO RESOLVE CONTRACTUAL DIFFERENCES WITHIN THE TIMEFRAME SPECIFIED BY AH WILL LEAD TO REJECTION OF THE RESPONDENT'S QUOTE.

AH RESERVES THE RIGHT TO REJECT OFFERS OR END DISCUSSIONS WITH RESPONDENTS THAT ARE NOT FORTHCOMING WITH EXCEPTIONS IN THE QUOTE SUBMISSION. GENERALIZED EXCEPTIONS ARE NOT ACCEPTABLE E.G., RESPONDENT IS AMENABLE TO REACHING NEGOTIATED TERMS WITH AH).

IF RESPONDENT HAS ITS OWN FORM OF CONTRACT THAT IT MUST USE FOR THESE SERVICES, PLEASE INCLUDE IN THE QUOTE SUBMISSION, ALONG WITH ANY EXCEPTIONS TO AH'S FORM OF CONTRACT (SEE SECTION 5.1 - MANDATORY SUBMITTALS).

5.6 Compliance with E-Verify

In compliance with O.C.G.A. §§ 13-10-90 and 13-10-91, effective July 1, 2013, *before AH can consider* Respondent's Quote for the services requested, Respondent must register and participate in the federal work authorization program operated by the United States Department of Homeland Security, commonly known as E-Verify, to verify employment eligibility information of newly hired employees and must continue to participate in E-

Verify during the term of the contract. The E-Verify affidavit ("E-Verify Affidavit") is Respondent's certification that it has registered with, is authorized to use and uses the federal work authorization program.

Respondent further certifies that all tiers of contractors and subcontractors hired by Respondent to perform the services under the agreement are compliant with E-Verify; that Respondent will continue to use E-Verify throughout the term of the contract; that Respondent and all tiers of its contractors and subcontractors will only contract with other contractors and subcontractors who present an E-Verify Affidavit, or the appropriate documentation in lieu of the E-Verify Affidavit; and that Respondent will submit the appropriate affidavits and other documents to AH from it and all tiers of contractors and subcontractors, as required.

5.7 Contract Terms and Conditions

The Contract that AH expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Respondent and any subsequent revisions to the Service Provider's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by AH, except that no objection or amendment by a Respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the Contract unless AH has explicitly accepted the Service Provider's objection or amendment in writing.

5.8 Clean Hands Policy

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

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, AH 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 AH and other jobs (including contacting previous clients of the respondent), and financial and technical resources. AH 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 AH 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 AH, whether civil or criminal (including any appeal or review of any of the foregoing) or (iii) in AH'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 AH, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against AH. 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 AH's best interests.

PART 6 – CONTRACT PERFORMANCE

Respondent shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by AH. AH may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At all reasonable times, AH may inspect those areas of the Service Provider's

place of business that are related to the performance of the contract. If AH requires such an inspection, the Respondent shall provide reasonable access and assistance.

6.1 Contract Period (Initial and Option Terms)

The Initial Term of the contract shall be from the effective date of the Contract (i.e., the date on which the original Contract is executed by AH) through a date that with options, will total 5 years. The Initial Term of the contract shall be from the effective date of the Contract (i.e., the date on which the original Contract is executed by AH) until the end of AH's fiscal year. AH's fiscal year is from July 1st through June 30th. AH intends to have a base contract term of 2 years and a right to renew the Contract for three (3) terms, with each term not to exceed one year, which options shall be exercisable at the sole discretion of AH. Renewal will be accomplished through the issuance of a Contract Extension Letter. 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, AH may, with the written consent of the awarded Contractor, extend the contract for such period of time as may be necessary to permit AH'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.

The successful Respondent(s) shall complete all work hereunder within the terms of the Contract. The total Contract Period shall not exceed five (5) years from the effective date of the Contract.

6.2 Service Location

The services will be rendered primarily at the Service Provider's office location and/or on-site at AH's Headquarters, 230 John Wesley Dobbs, NE, Atlanta, Georgia 30303.

6.3 Ownership of Documents

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

6.4 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., AH will make its own determination regarding what information may or may not be withheld from disclosure.

6.5 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 quote is received by AH prior to the contract award.

6.6 Advertising

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

6.7 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"). AH will not be bound to any contract if funding has been disallowed by HUD.

6.8 Amendments to Solicitation

AH 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 AH's policies, and the laws and regulations governing HUD programs.

6.9 Cancellation of Solicitation

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

6.10 Contracting Officer

AH's Contracting Officer is the Vice President, Acquisition & Management Services.

6.11 Holidays

AH 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
Good Friday	Thanksgiving Day	Day after Christmas
Memorial Day		

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 7 – CONTRACT ADMINISTRATION TEAM

*The following suggested terms will be incorporated into the contract between the successful Respondent(s) ("Contractor") and AH. 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. Many of the suggested terms are contractually or legally required to be in AH's contracts. AH may reject Respondent's quote if AH and Respondent cannot agree to mutual terms for the contract. AH may reject Respondent's quote if Respondent cannot agree to certain required provisions. **All exceptions/objections to these suggested terms should be stated in writing as an "Exception to Contract Terms" and submitted with the quote response.***

7.1 Contracting Officer ("CO") and Contracting Officer's Representative ("COR")

Acceptance of services will be the responsibility of the Contracting Officer ("CO"), who also serves as AH's President and Chief Executive Officer, or his/her designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative ("COR") and Department Point of Contact(s) ("POCs") to assist with the administration of the resultant Contract.

7.2 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 AH as specified by AH. All persons assigned to perform Services under the contract shall be qualified and have any professional licenses required to perform such Services. AH 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 AH believes that such change is in the best interest of AH and the completion of the contracted work.

7.3 Contractor's Responsibilities

- a. Contractor and its agents will be held to be an independent contractor, and will not be an employee of AH.
- 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. AH may require evidence of proper licensure.

7.4 Insurance

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

A. Minimum Limits and Coverage

For purposes of this section, AH is defined in this section as its Commissioners, officers, directors, employees, and volunteers. The following insurance coverage must be carried by Consultant during the Contract Period:

- a. Workers' Compensation and Employer's Liability with the following minimum limits and coverage:
 - i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia
 - ii. Employer's Liability:
 - (a) \$500,000 each accident for bodily injury by accident
 - (b) \$500,000 each employee for bodily injury by disease
 - (c) \$500,000 policy limit for bodily injury by disease
- b. Commercial General Liability with the following minimum limits and coverage:
 - i. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - ii. \$1,000,000 for personal and advertising injury liability;

- iii. \$1,000,000 aggregate on products and completed operations;
 - iv. \$2,000,000 general aggregate.
 - v. **Additional Insured Endorsement:** Blanket additional insured coverage is required, to include AH and any other party as may be required.
- c. Automobile Liability with the following minimum limit and coverage:
- i. \$1,000,000 combined single limit each accident
 - ii. Coverage shall be for any auto (including owned, hired, and non-owned autos)
 - iii. **Additional Insured Endorsement:** Blanket additional insured coverage is required, to include AH and any other party as may be required.
- d. Professional Liability / Errors & Omissions
- i. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH
- e. Other Insurance as may be required by AH.
- f. The following are additional requirements with respect to insurance coverage:
- i. **As a condition precedent to entering into this Agreement, Consultant will provide to AH all certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the declarations and endorsement page of the commercial general liability policy listing all policy endorsements for each of the insurance policies named above, prior to execution of this Agreement and at the beginning of each Option Term.** AH specifically reserves the right to require Consultant to provide certified complete copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without Consultant or the insurance provider first giving 30 days' written notice thereof to AH's Director, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.
 - ii. All certificates and endorsements are to be received and approved by AH before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AH reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All coverage, limits and endorsements required herein shall be maintained in full force.
 - iii. 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 A-.
 - iv. Consultant agrees to notify AH 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.
 - v. The premium cost of all insurance purchased by Consultant for protection against risks assumed by Consultant by virtue of this Agreement shall be borne by Consultant and is not reimbursable by AH.

- vi. An umbrella liability policy (or excess liability) may be used to provide additional commercial general liability, automobile liability, and employers' liability limits to meet AH's minimum coverage requirements.
- vii. AH 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, AH 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.
- viii. The insurance obligations under this agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to AH. The minimum insurance coverage limits outlined herein do not preclude Consultant's contractual obligations to cover losses for which it is liable in accordance with this Agreement. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

SECTION 7 INDEMNIFICATION

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

AH 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.

7.6 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 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. **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.

d. **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.

e. **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.

f. **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 subrecipients and subcontractors shall acknowledge and disclose accordingly.

7.7 Termination for Convenience and Default

- a. AH may terminate the contract, in whole or in part, for AH'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 AH 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 AH pursuant to this subsection, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH 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 AH, then AH 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 AH has against Contractor under the contract.
- d. If the termination is due to breach by Contractor, AH may (i) require Contractor to deliver to it, in the manner and to the extent directed by AH, 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 AH; 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 AH 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 AH, 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 AH or another contractor. Contractor shall provide full disclosure to AH and the third-party contractor about the equipment, software, or services required to perform the Services for AH.

7.8 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 AH. AH 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 AH's decision, shall notify AH 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 AH concerning any claim hereunder.
- c. If Contractor does not agree with the decision of AH, 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

7.9 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. AH, 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.

7.10 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 AH. Works shall not be reproduced or used by Contractor without the express written consent of AH. Contractor shall execute all documents and take all actions necessary to vest ownership of the Works in AH.

7.11 Intellectual Property

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

7.12 Confidential Information

AH may provide Contractor with information owned by or relating to AH 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 AH ("Confidential Information"). Contractor agrees to only use AH'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 AH's Confidential Information without AH'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 AH's property and Contractor shall return such Confidential Information, and all embodiments thereof, to AH upon expiration or termination of the contract or upon the earlier request of AH. Contractor agrees that all of its employees and subcontractors will, upon AH's request, sign a confidentiality statement, in a form approved by AH 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 AH); (c) information which Contractor developed independently from any relationship with AH; and (d) information which Contractor acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

7.13 Conflicts of Interest

Contractor certifies that neither it nor any of its subcontractors include persons who have a direct or indirect interest in this Agreement while such persons are in the roles listed below or within one year after termination of such roles:

- a. A member or officer of AH's Board of Commissioners or an *immediate family member of an officer of AH'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, AH, or a business entity.
- b. Any AH employee who formulates policy or who influences decisions with respect to AH'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 AH'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).

Contractor agrees to notify AH 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 AH, 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 AH's Chief Procurement Officer. The Disclosure Statement must be presented on Contractor's letterhead, notarized, and signed by the individual making the disclosure.

7.14 Prohibition against Gifts/Favors/Anything of Monetary Value

No AH 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 AH. 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 Chief Procurement Officer, 230 John Wesley Dobbs Avenue, 5th Floor, Atlanta, Georgia 30303-2421.

7.15 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 AH. In the event Contractor subcontracts the performance of any of the Services to a third party approved by AH in accordance with this section, Contractor and each

subcontractor shall enter into a subcontracting agreement in such form as approved by AH 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, AH reserves the right to refuse approval of any assignment.

7.16 Non-Exclusive Rights

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

7.17 Contract Modification

AH 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 AH's policies and applicable local, State and Federal laws.

7.18 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. Venue shall be in the Superior Court of Fulton County.