



**Request for Proposals  
#2019-0167**

**Short Term Housing Assistance Program**

**June 28, 2019**

# 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](http://www.atlantahousing.org).

## 1.2 Background

In furtherance of Atlanta Housing (AH) strategies to address and prevent homelessness in the City of Atlanta, during FY 2014, AH established a short term housing assistance pilot program (the “Program”) to serve families in need of rapid rehousing or to reduce imminent threat of homelessness due to temporary crises and setbacks. As a homeless prevention measure, the Program is not designed to address chronic homelessness, but instead, has an overarching goal to mitigate episodic homelessness. Over the last several years, the Program has been critical to enable numerous families achieve stability and successful housing outcomes on their own.

The Program assists households with at least one parent or legal guardian and a dependent child or children under 18 years of age – or – an adult head of household who is at least 55 years of age, and households have demonstrated capacity to pay their own housing expenses following exhaustion of temporary housing benefits (“Eligible Families”). The Program provides families with short term housing-related financial assistance to help (i) overcome crisis situations that put them at-risk of losing their housing; or (ii) move from transitional housing settings to affordable rental housing (“Short Term Housing Assistance”).

Short Term Housing Assistance can be used to pay for direct housing costs related to stabilizing the housing arrangement of families in financial crisis. Allowable expenses include: rent for up to three (3) months, rental arrears, application/move-in fees, security and utility deposits and/or arrears, and up to 30 days motel vouchers where unit is identified but not yet ready for move-in. Once stabilized under the Program, such families will be able to pay their housing expenses without additional assistance.

## 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                           |
|---|--|
| <b>RFP Posted on AH’s website</b>   | <b>Friday, June 28, 2019</b>               |
| <b>Pre-Proposal Conference</b><br>230 John Wesley Dobbs Avenue<br>Atlanta, GA 30303<br>Pecan Room | <b>Wednesday, July 10, 2019 @ 2:00p.m.</b> |
| <b>Deadline for Questions and/or Comments</b>   | <b>Tuesday, July 16, 2019 @ 4:00p.m.</b>   |
| <b>Proposal Due Date and Time</b>   | <b>Tuesday, July 30, 2019 @ 3:00p.m.</b>   |

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. Addenda to this RFP will only be issued and posted on AH's website at: <http://atlantahousing.org/business/Respondents/index.cfm?Fuseaction=contracting>.

## 1.4 Communications

In order to maintain a fair and impartial competitive process, AH and any outside consultants assisting AH 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 AH staff and/or outside consultants assisting AH with this solicitation except:

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

- A. Questions must be submitted in writing via facsimile to the attention of Kiyunda Smith, MBA, CPPB, Acquisition Services Analyst at 404-817-7371, or via email at [kiyunda.smith@atlantahousing.org](mailto:kiyunda.smith@atlantahousing.org). **Only questions received prior to 4:00 pm on Tuesday, July 16, 2019 will be considered.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this RFP. AH **will not** respond to requests for information after the date stated above.
- C. **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 for additional information.
- D. All requests for information or clarification pertaining to this solicitation must be addressed in writing

| RFP Point of Contact  |
|---|
| Kiyunda Smith, MBA, CPPB<br>Acquisition Services Analyst<br>Housing Authority of the City of Atlanta, Georgia<br>230 John Wesley Dobbs Avenue, NE, 5 <sup>th</sup> Floor<br>Atlanta, Georgia 30303-2421 |
| Email: <a href="mailto:kiyunda.smith@atlantahousing.org">kiyunda.smith@atlantahousing.org</a><br>Phone: 404-817-7371  |

**Please Note:** Respondents are responsible for reading this 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 set forth herein. If Respondent is awarded a contract pursuant to this RFP, such award is subject to agreement of contractual terms by AH and Respondent. Respondent **must** provide its objections/exceptions, if any, to the suggested terms in **Section 7** of this RFP, which forms the basis for the contractual agreement between AH and the Respondent who is awarded the contract. Additionally, please refer to **Section 6.1** of the solicitation for important information on Vendor Registration.

[END OF PART 1 – GENERAL INFORMATION]

## PART 2 – SCOPE OF WORK

### 2.1 Scope of Work

#### **Service Coordination and Fiscal Management**

In order to continue the Program, AH seeks to partner with an established and stable organization that has the depth and breadth of resources, civic reputation and recognized capacity to serve as the Program’s Service Coordinator (“Coordinator”). The Coordinator must be an organization with proven experience as a service organization with skilled administrative and accounting capacity, multiple funding resources, and access to a network of experienced, resource-rich service providers. All of these factors should demonstrate the Service Coordinator’s ability to administer the Program successfully.

Atlanta Housing will provide up to \$460,000 to fund direct services under the Program and up to \$50,000 to fund indirect services provided by the Service Coordinator to administer the Program. Direct services will include Short Term Housing Assistance and the delivery of services to families, including case management and coordination activities conducted by the Service Coordinator’s contracted service providers. Funding for the Program is disbursed on a reimbursable basis disbursed by AH to the Service Coordinator upon receipt of an invoice and a report on the families served under the Program for the period of the invoice. The Service Coordinator must have capacity to advance funding to contracted services providers as necessary for program expenses to include Short Term Housing Assistance and administrative expenses. AH, in its sole discretion, may agree to advance funds to cover start-up costs for administration and anticipated expenses for the initial month after implementation. Upon the conclusion of the initial implementation period and the Service Coordinator’s successful implementation of the Program in achieving its stated goals (as determined by AH), funding for the Program will thereafter be disbursed by AH to the Service Coordinator on a fixed incremental basis for any subsequent implementation periods approved by AH for the Program.

#### **Program Protocol**

Eligible Families are defined consistent with AH’s definition of family and shall meet income limits per AH procedure. Income limits are published annually and shall be applied to ensure that an Eligible Family’s income does not exceed 80 percent of Area Median Income.

The Service Coordinator must adhere to the protocol for the Program, which the Service Coordinator’s staff and Service Providers will utilize, without exception, to ensure service delivery consistency and measurement (“Program Protocol”). The Program Protocol defines service delivery goals, procedures, eligibility and selection criteria, and use of uniform vulnerability index and assessment tools as used by the Atlanta Continuum of Care. As a component of the process to screen and identify Eligible Families, the Program Protocol requires the Service Coordinator and Service Providers to have authorized access to the Homeless Management Information System (“HMIS”) in order to examine prior service history of families being considered for the Program.

#### **Expected Outcomes**

Based on the intervention of Short Term Housing Assistance provided to Eligible Families to address episodic homelessness, the Program Protocol addresses demonstrable success metrics and significant outcomes to achieve the primary goals of the Program. Contracted agencies will be expected to establish and deliver services in pursuit of the program goal that helps participants achieve an increased level of housing stability. These success metrics and significant outcomes shall include:

##### **1. Households Served**

- a. Avert homelessness for at least **250 Eligible Families**, including:
  - i. Move-in funds for approximately **90 Eligible Families**; and
  - ii. Rental subsidies (up to three months) for approximately **160 Eligible Families**;
- b. Providing assistance to up to **425 individuals served, including dependents**, with an emphasis on households with children; and

## 2. Stabilization Achieved

- a. **Realize an 80% success rate** among all Eligible Families served
  - i. Measured as the percentage of those served who have the ability to pay their own housing expenses three (3) months after the cessation of housing benefits provided, and
  - ii. Validated by follow-up conducted by Service Coordinator or documented in HMIS by the Service Provider.

Service Coordinator shall provide written documentation, acceptable to AH and minimally on a quarterly basis, to validate the results of the demonstrable success metrics and significant outcomes. AH will use such documented results in its determination of demonstrable success metrics and significant outcomes for each successive Option Term, in the event the Program is extended for any successive Option Terms.

**Indirect Services – Services to be provided by Service Coordinator** shall include the following:

1. **Development and delivery of the Program Protocol** to AH within thirty (30) days after the Effective Date, and receipt of AH's approval within fifteen (15) days thereof;
2. **Selection of Service Providers** to effectively and efficiently provide Short Term Housing Assistance to Eligible Families within thirty (30) days after the Effective Date;
3. **Targeted outreach in collaboration with Service Providers** to ensure the identification of Eligible Families, including the selection of priority locations for performing outreach efforts and the promotion of the Program within Service Coordinator's networks to solicit referrals;
4. **Establishment of connections with owners and managers of apartment complexes** in priority locations to assess the availability and quality of housing units and communication of findings to Service Providers, and coordination of Service Coordinator's findings with those connections already established by Service Providers;
5. Subject to the **written consent of Eligible Families** (which will also allow AH to view eligibility status and service delivery data), Service Coordinator and/or the designated Service Provider will **enter eligibility status and service delivery data into HMIS** for Eligible Families (including data from Eligible Families who only receive motel vouchers).
6. **Written guidelines for program operation**, including selection criteria outlining standards for determining type, length, depth of assistance, and family contribution toward rent for assisted households; rent burden and housing sustainability assessment; grievance procedures; and good cause standards for termination of assistance. Selection criteria must outline agency procedures for the fair and equitable distribution of assistance among potential qualified applicants.
7. **Production of a Monthly Program Report on the 10<sup>th</sup> day of each month** thereafter, containing HMIS Data and other data relating to the performance of the Service Providers under the Pilot Program, including, without limitation, the following items:
  - a. matters related to accounting of Program expenditures;
  - b. the number of families served and demographic profile;
  - c. family housing status prior to receipt of Short Term Housing Assistance;
  - d. Short Term Housing Assistance types and costs per Eligible Family;
  - e. exit destinations for Eligible Families served by Short Term Housing Assistance; and
  - f. Other relevant information regarding the establishment, operation and performance of the Program, as determined by AH and Service Coordinator.
8. **Production of a Quarterly Impact Report** (based on AH Fiscal Year period) that depicts a summary of families engaged – both eligible and ineligible, average household income and size, number of Eligible Families supported via prevention assistance vs. transition assistance; and includes at least three (3) success story narratives.
9. **Coordination of all Direct Services provided by Service Providers to ensure the successful administration** of the Pilot Program and the achievement of the Program Goals (as defined below); and
10. **Provision of any additional services requested by AH to further the objectives of the Pilot Program**, including referrals of those families who do not qualify as Eligible Families to other resources.

**Direct Services - Services to be provided by contracted Service Providers** shall include the following:

1. Through the use of the Program Protocol, **providing detailed assessments and making final eligibility determinations** necessary for the identification of Eligible Families;
2. **Enrolling Eligible Families in the Program** through the use of a process, not to exceed ninety (90) days in length, which shall encompass the following steps:

- a. Completion of intake paperwork;
  - b. Collection of documentation for verification purposes;
  - c. Development of an individual service plan ("ISP") for each Eligible Family ;
  - d. Discussion of goals and assignment of tasks and personalized goals for members of the Eligible Family;
  - e. Completion of the ISP for the Eligible Family; and
  - f. Initiation of housing search for the Eligible Family, where applicable.
3. **Providing Eligible Families with assistance to obtain and move into new housing**, which shall include the following:
- a. Review and present housing options to Eligible Families based on their preferences and means, and housing recommendations provided by Service Coordinator;
  - b. Assessment of the rentals for such housing options based on fair market rental values and rent reasonableness standards;
  - c. Negotiation of barriers previously encountered by Eligible Families in their search for stable housing, but only to the extent consistent with the Program Protocol, including credit history, credit scores, criminal backgrounds, income levels and past evictions;
  - d. Providing Short Term Housing Assistance for move-in expenses, including security deposits, first month rentals and initial utility expenses, and other allowable expenses for the duration of the support period in accordance with Eligible Families' respective ISPs; and
  - e. Having a case manager coordinate initial move-in for Eligible Families, as well as follow up with Eligible Families, and provide necessary counseling and support, 30, 90 and 180 days after initial move-in.
4. **Case management services from enrollment of Eligible Families until movement into permanent housing or stabilization in existing housing**, which shall include the following:
- a. Development of an ongoing stability plan and monthly assessment for financial assistance for each Eligible Family, including calculation of the monthly contribution to be provided by the Eligible Family for rent, utilities and living expenses; and
  - b. At least two (2) contacts per month for the first three months after each Eligible Family has been housed and/or stabilized under the Pilot Program.
5. **Provision of any additional services requested by AH or Service Coordinator** to further the objectives of the Pilot Program, including referrals of those families who do not qualify as Eligible Families to other resources.

Any Short Term Housing Assistance expenses beyond the outlined Program Scope must be pre-approved by Service Coordinator and AH prior to disbursement to an Eligible Family. Direct Services incurred for case management will be reimbursed using an incentive percentage based on the number of Eligible Families served. All ordinary, reasonable and necessary direct costs, as reasonably determined by AH, incurred by any Service Provider in connection with the delivery of Short Term Housing Assistance, and subsequently paid by Service Coordinator to such Service Provider, shall be reimbursable by AH as Direct Services under the Agreement.

**In-Kind Resources**

In addition to the aforementioned Services, and as further consideration for AH's engagement of Service Coordinator, Service Coordinator shall hire and maintain, at its sole expense (up to a maximum of \$30,000), a Project Manager and Peer Support Specialist who have the qualifications, and who shall perform the responsibilities, set forth in the job descriptions described in the Appendix to this Attachment A. Service Coordinator, at its sole expense or via community resources, shall also provide up to \$37,500 in financial assistance of up to \$150 per Eligible Family for mattresses, beds and basic household furnishings provided by a certified furniture resource agency, i.e. Furniture Bank of Metro Atlanta. Finally, Service Coordinator shall provide, at its sole expense, assistance and connections, as necessary, to Eligible Families requiring addiction/substance abuse, mental health, SSI/SSDI assistance, benefits and in-kind support services from Service Coordinator's network of agencies and in-kind administrative support (human resources administration, financial management and supervision) necessary for effective and proper establishment and operation of the Program. The nature, type and value of In-Kind Resources will be established by Service Coordinator and approved by AH for each successive option year in the event any successive option years are approved for the Program.

## **2.2 Contract Period (Initial and Option Terms)**

The initial term of the contract will be one (1) year from the date the contract is executed between AH and the Service Coordinator. The contract will include options to renew for four (4) one-year terms dependent upon the success of the initial term of the Program.

**[END OF PART 2 – SCOPE OF WORK]**

## PART 3 – PROPOSAL SUBMISSION

### 3.1 Proposal Format and Structure

This Event is being sourced through an electronic sourcing tool approved by AH and all suppliers' responses must be submitted electronically in accordance with the instructions contained herein. By submitting a response to this Event, the Respondent is acknowledging that the Respondent:

1. Has read the information and instructions; and
  2. Agrees to comply with the information and instructions contained herein.
- Submission Requirements: **Proposals must be submitted electronically on or before the due date and time. Proposals not completely uploaded to the electronic system prior to the submission close date and time will not be received by AH.**
  - Each proposal, materials and related information submitted to AH in response to this Event shall become the property of AH. Selection or rejection of a proposal does not affect this right.
  - Submittal of responses by hardcopy, facsimile or email transmission is not acceptable, and any response so transmitted will be rejected as non-responsive.
  - AH reserves the right to:
    - Reject any or all offers, discontinue this process and re-publicize this Event without obligation or liability to any potential Respondent,
    - Accept other than the lowest priced offer,
    - Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
    - Award more than one contract.

#### **DECLARING INTENT TO BID OR NO BID**

After suppliers have read all the information and instructions related to this Event, suppliers should declare its intent to submit a response by clicking "Intent to Bid" or its intent to decline submitting a response by clicking "No Bid" at the point when the "Intent to Bid" or "No Bid" button appears in the upper right corner of the screen. **If "No Bid" is selected, please indicate the reason for declining to submit a response when the comment box appears on the screen.** See detailed instructions below on submitting a response (e.g. submission format, revising response, withdrawing response, etc.)

#### **PROPOSAL FORMAT (for File Upload Responses)**

On the Questions Page, suppliers may need to respond to evaluations factors with a file upload document. Each of those questions where a file upload is required, the following information provides the guideline for preparation of file upload documents:

1. a page is considered to be one side of a single side of an 8½" x 11" paper, single spaced, using not smaller than an 11-point font, and containing margins at the top, bottom and sides of no less than one inch in width. Foldouts containing art, spreadsheets and oversize Exhibits are permissible and will be included in page count;
2. font size no smaller than 9 point for information included in tables and charts only;
3. all uploaded proposal pages must be consecutively numbered;
4. proposal responses should not exceed the stated page limitations per question, excluding résumés, Fee Proposal Form, Mandatory Forms and any other applicable exhibits or supplemental information specially requested by AH within this event; and
5. acceptable file upload formats include Microsoft Word (version 8 or above); Microsoft Excel, .pdf, .jpeg, .tif.



6. **Respondents are unable to upload multiple files as a response to each question; if Respondent prepares multiple files as a response to any one question, files need to be combined into one file before uploading the response to the question.**

**Respondents are cautioned that if their Proposal exceeds the page limitation, AH will evaluate up through the permitted number of pages only. Information contained on pages beyond that limit will not be considered. Brevity with respect to proposals is strongly encouraged.**

**All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.**

All information presented in response to this Event 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 proposal.

**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.**

**[END OF PART 3 – PROPOSAL SUBMISSION]**

## PART 4 – PROPOSAL EVALUATION

### 4.1 Evaluation Factors and Award

The proposal evaluation process is designed to award the contract to the Respondent with the best combination of attributes (for example: qualifications demonstrating capacity as a broad-based service organization; at least ten years or more experience coordinating, funding and managing service provider outcomes; established internal controls and accounting practices; proven cost-effective service delivery management system to ensure positive outcomes and maximization of client benefit-to-cost ratio; and other related factors) based upon the evaluation factors established expressly for this RFP.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's capacity to perform the required services of this Request for Proposals

Proposals will be evaluated based on the following Evaluation Criteria/Factors:

|           | <b>WEIGHTED SCORING EVALUATION FACTORS</b>        | <b>MAXIMUM POINTS</b> |
|-----------|---|-----------------------|
| <b>A.</b> | Service Coordinator Experience & Qualifications   | 20                    |
| <b>B.</b> | Organizational Structure                          | 10                    |
| <b>C.</b> | Recommendations for Sustainability of Program     | 20                    |
| <b>D.</b> | Approach to Fulfill Role as Service Coordinator   | 20                    |
| <b>E.</b> | Service Provider Partners Alignment & Performance | 20                    |
| <b>F.</b> | In-Kind Assistance and/or Funding Sources         | 10                    |
|           | <b>MAXIMUM TOTAL POSSIBLE POINTS</b>              | <b>100</b>            |

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

### 4.2 Evaluation Factor Description

#### **A. Service Coordinator Experience and Qualifications (20 points)**

In general, the Service Coordinator envisioned for the Program will be an organization with the civic reputation and proven experience as a service organization that has the organizational infrastructure, administrative skills and accounting capacity to be effective, a history of multiple funding resources and the pre-established access to a network of experienced, resource-rich service providers. Accordingly, AH will evaluate the relevant proven experience and documented qualifications of the proposed Service Coordinator. The proposed Service Coordinator must have at least 10 years or more experience with the demonstrated capacity as the administrator of a broad-based service organization that can effectively manage resources, funding and service delivery systems. In addition, the proposed Service Coordinator must have the proven in-depth knowledge of and established relationships with funders, service providers and other resource providers that will serve families who can benefit from the Program.

In response to the **Service Coordinator Experience** evaluation factor:

1. Provide a description of the Respondent's organization.
2. Provide the mission statement and vision of the Respondent organization.
3. List and briefly describe 3 projects within the past 10 years that exemplify the proven experience of the Respondent as a qualified Service Coordinator.
4. Provide documentation, testimonials, references and other relevant evidence supporting the project experience described above.
5. List the funders or sources of funding, service providers and other resource providers with whom the proposed Service Coordinator has established effective relationships and over what period of time these relationships have been in effect.

**B. Organizational Structure (10 points)**

Respondent must demonstrate that it has the organizational structure and administrative capacity to perform as the Service Coordinator.

In response to the **Organizational Structure** evaluation factor, please provide the following:

1. Provide an organization chart for the Respondent organization listing key personnel and decision makers that will be involved directly or indirectly in the administration of the Program, to include subcontracted entities, if applicable.
2. Provide an organization chart showing the name and function of established relationships with funders, service providers and other resource providers that the Respondent will use in the delivery of the Program.

**C. Recommendations for Sustainability of Program (20 points)**

In response to the **Recommendations for Sustainability of Program** evaluation factor, please provide the following:

1. Describe Respondent's proposed strategy to sustain, and potentially exceed, stated goals for the Program. The Respondent must outline a potential sustainability plan for the Program consistent with the Respondent's recommendations to maintain the integrity of AH's desired outcomes for the Program. The Respondent must outline its service delivery/coordination model; project the number of families to participate in the Program; and establish a timeline with milestones for implementation of the Program.

**D. Approach to Fulfill the Role as Service Coordinator (20 points)**

AH is looking for a Service Coordinator with a systematic and organized approach for ensuring that the Program will remain an effective resource to reach the target groups in need, with special emphasis on families with children.

In response to the **Approach to Fulfill the Role as Service Coordinator** evaluation factor, please provide the following:

1. Describe, in detail, Respondent's service model and approach to fulfill its role as Service Coordinator including its approach to identify families who can benefit from the Program, determining appropriate length, depth and type of housing assistance per household, and method to connect families with service providers and other resources.
2. Describe any cost-effective service delivery performance management systems Respondent may have in place to maximize client benefit-to-cost ratio.
3. Describe method and any systems Respondent may have for gathering data; tracking intake and participation of families in the Program; reporting significant outcomes for families at both the aggregate and case levels; and determining and reporting demonstrable success metrics for Program evaluation purposes. Provide examples of reports and relevant materials supporting Respondent's methodology.

**E. Service Provider Partners Alignment and Performance (20 points)**

Respondent must demonstrate the experience and capabilities of each service provider partner it will engage in the provision of direct services under the Program.

In response to the **Service Provider Partners Alignment and Performance** evaluation factor, please provide the following:

1. List the Respondent's service provider partners with a short description of each service provider, how it is organized and its mission, experience and service delivery model.
2. Explain how the services offered by each service provider partner are compatible with the stated goal and expected outcomes of the Program.
3. Describe each service provider partner's methods for identification of families and assessment of their needs,

maintaining records, reporting family outcomes, accounting for program expenditures and the access the Respondent will have to each service provider partner's records.

4. Describe approach for aligning program implementation by service provider partners with the coordinated intake/assessment and performance standards that measure success like models used by the Atlanta Continuum of Care.
5. Describe and provide examples of Respondent's method and/or tools to ensure program integrity, accountability and controls with respect to Respondent's approach to monitor the performance of its service provider partners.

**F. In-Kind Assistance and/or Funding Sources (10 points)**

AH is expecting the Respondent to have access to other in-kind services and assistance to families, including existing or potential funding sources supporting activities under the Program.

In response to the **In-Kind Assistance and/or Funding Sources** evaluation factor, please provide the following:

1. Quantification of in-kind assistance or funding sources for other family needs not covered by Short Term Assistance such as moving expenses, furniture and transportation.
2. Description of other services not included in above (if any) that each service provider partner can provide and how these other services may relate to and enhance the assistance to families participating in the Program.

### **4.3 Evaluation and Award Process**

Proposals will be ranked in accordance with AH's selection criteria which are described herein. AH will consider only those Proposals submitted in response to this notice by the deadlines for submission stipulated above.

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. AH 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.

The Evaluation Committee may seek the advice, as it deems necessary, from one or more technical advisors to advise the Evaluation Committee on technical matters to ensure that the Evaluation Committee will have the benefit of such expertise to make informed decisions. Technical advisors do not have voting rights with respect to the scoring of Project Proposals but will have consultation rights with respect to matters that cannot be resolved by the Evaluation Committee.

Proposals that are considered nonresponsive will not receive consideration. AH 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, AH reserves the right to delete, add or modify any aspect of this procurement.

AH reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. AH may reject any or all offers if such action is in AH'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.

A Proposal receiving an acceptable evaluation from the Evaluation Committee will be submitted to AH's Board of Commissioners for approval.

### **4.4 Responsibility Determination**

The responsibility determination includes consideration of a Respondent's record of integrity and business ethics, compliance with public policy, past performance with AH (if any) and other entities, financial capacity and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government). AH reserves

the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal and utilize the information gathered in the final evaluation of those companies in competitive range.

**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 proposal. Such research may include, but may 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 capacity to perform the RFP scope of work based upon the results of the survey.

**[END OF PART 4 – PROPOSAL EVALUATION]**

## PART 5 – MANDATORY SUBMITTALS

### 5.1 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   |
|--|
| E-Verify Affidavit   |
| Clean Hands Certification  |
| MWBE/Section 3 Utilization Plan  |
| Principal Personnel Disclosure Statement Certification and Instructions              |
| Respondent Disclosure Certification  |
| Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion |
| Addenda Acknowledge Form (if applicable)   |

*\*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.*

### 5.2 Principal Personnel Disclosure Statement Certification Form

AH requires that a notarized *Principal Personnel Disclosure Statement Certification* Form 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 the Chief Procurement Officer. 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.

#### 5.4 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.

#### 5.5 Exceptions to the Contract Terms

**EXCEPTIONS OR OBJECTIONS TO THE PROPOSED CONTRACT TERMS MUST BE IDENTIFIED AND SUBMITTED WITH THE RESPONDENT'S PROPOSAL. 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 WILL LEAD TO REJECTION OF THE RESPONDENT'S PROPOSAL.**

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

#### 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 proposal 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.

See *Part 7 – Terms Sheet* of this RFP for contract terms.

**[END OF PART 5 – MANDATORY SUBMITTALS]**

## **PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS**

### **6.1 Required AH Respondent Registration**

All Respondents are encouraged to visit the new vendor registration portal to register as a new vendor or to update your vendor profile. As AH cannot award contracts to Respondents not registered to do business, it is suggested that Respondents register through the following Internet URL prior to submitting a response. 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>.

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](http://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.

### **6.2 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. AH will not provide reimbursement for such costs.

### **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 proposal 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 proposal 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 AH Authorized Procurement Authority

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

## 6.9 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.

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

## 6.10 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.

## 6.11 Notices

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

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

Any actual or prospective Respondent 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 Respondent 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.

## 6.12 Contracting Officer

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

## 6.13 Holidays

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

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

**[END OF PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS]**

## PART 7 – TERMS SHEET

*The following suggested terms will be incorporated into the contract between the successful Respondent (“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 proposal if AH and Respondent cannot agree to mutual terms for the contract. AH may reject Respondent’s proposal 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 proposal response.***

### 7.1 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. AH may seek reimbursement for paid invoices if it later determines that the Services there under were not adequately performed.

### 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

- 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. AHA must be listed as an additional insured
  
- 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.

## 7.5 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.

## 7.6 Compliance with Laws

**AH is legally obligated, as applicable, to require these provisions in its contract:**

- a. Contractor and its employees, agents and subcontractors shall comply with all applicable Federal, State and local laws, rules, ordinances, regulations and orders now or hereafter in effect during the term of the contract, 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. 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.

**c. 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.

**d. 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.

**e. 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.

**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 from such payment: (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.
- c. 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, 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.

### **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 agreed to by the parties. 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**

AH is contractually obligated to ensure compliance with this provision. Contractor (i) agrees to notify AH 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 (ii) certifies that Contractor is not:

- 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).

*\*\*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 AH in writing if it has, during the course of the contract, any organizational conflict of interest. An organizational conflict of interest is defined as a situation in which (i) 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 (ii) 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 Director, Contracts and Procurement.** 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 Director of Contracts and Procurement, 230 John Wesley Dobbs Avenue, 5<sup>th</sup> 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. During the contract period, Contractor is obligated to notify AH if the name or corporate structure changes, including any merger, acquisition, sale or restructuring that renders the legal entity name or federal employer identification number different. Contractor agrees to provide sufficient documentation to AH to document such change in the legal entity name or federal employer identification number.

#### **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.

### **7.19 Data Security**

Contractor will use reasonable practices, both technically and procedurally, to protect its books, documents, papers and other records, including electronic records, involving transactions related to the contract ("Records") from unauthorized physical and electronic access. In the event of any breach or compromise of the security, confidentiality or integrity of computerized Records, where personal information was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, Contractor will report to AH, within 24 hours, the breach of the security system containing the Records. Contractor will comply with all notification actions required by law.

**[END OF PART 7 – TERMS SHEET]**