



**Request for Proposals  
#2020-0100**

**Natural Gas Marketer**

**February 28, 2020**

## **PART 1 – GENERAL INFORMATION**

### **1.1 About Atlanta Housing**

The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing” or “AH”) is the largest housing authority in Georgia and one of the largest in the nation. AH provides and facilitates affordable housing resources for over 23,000 low-income households. These affordable housing resources include AH-owned residential communities, AH-sponsored mixed-income, mixed-finance residential communities, tenant-based vouchers, HomeFlex Program (formerly Project Based Rental Assistance Program), supportive housing arrangements, and homeownership opportunities.

Atlanta Housing has broad corporate powers including, but not limited to, the power to acquire, manage, own, operate, develop and revitalize affordable housing. AH’s programs are funded and regulated by the U.S. Department of Housing and Urban Development (“HUD”). Using its Moving to Work flexibility, AH has implemented a variety of innovations that benefit low-income families and expand housing choice. AH’s approach to providing quality affordable housing and human development services is based on the belief that people can do better when given access to quality living environments and the tools they need to become self-sufficient. To learn more about 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 Solicitation Purpose**

The Housing Authority of the City of Atlanta, Georgia (“AH”) desires to enter into a contract with a Georgia Public Service Commission approved Certified Natural Gas Marketer to provide natural gas services to seven high-rise apartment buildings, two low-rise apartment communities and two administrative facilities located within the Atlanta city limits.

### **1.3 Contract Term**

The initial term of the contract will be one (1) year from the date the contract is executed by AH. The contract will include options to renew for four (4) one-year terms.

### **1.4 Schedule of Events**

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

<b>EVENTS</b>	<b>DATE AND/OR TIME</b>
<b>RFP Posted on AH’s website</b>	<b>Friday February 28, 2020</b>
<b>Pre-Proposal Conference</b>	<b>Wednesday, March 11 , 2020 1:30 P.M. to 2:30 P.M.</b>
<b>Deadline for Questions and/or Comments</b>	<b>Friday, March 13, 2020 by 12:00 P.M., Atlanta Time</b>
<b>Proposal Due Date and Time</b>	<b>Tuesday, April 7, 2020 by 10:00 A.M. Atlanta Time</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.

## 1.5 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;
- 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 Friday, February 28, 2020 5:00 P.M. EST, and Friday, March 13, 2020 by 12:00 P.M. EST.**
- 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.

All requests for information or clarification pertaining to this solicitation must be addressed in writing.

RFP Point of Contact
Sopheria Lambert Acquisition Services Analyst The Housing Authority of the City of Atlanta, Georgia Contracts & Procurement Department 230 John Wesley Dobbs Avenue, NE, 5 <sup>th</sup> Floor Atlanta, Georgia 30303-2421 <a href="mailto:sopheria.lambert@atlantahousing.org">sopheria.lambert@atlantahousing.org</a>

[END OF PART 1 – GENERAL INFORMATION]

## PART 2 – SCOPE OF WORK

### 2.1 Scope of Work and Specific Requirements

It is the intention of The Housing Authority of the City of Atlanta, Georgia (“AH”) to enter into a contract with a Georgia Public Service Commission approved Certified Natural Gas Marketer to provide natural gas services to eleven high-rise apartment buildings, two low-rise “Family” apartment communities and two administrative facilities located within the Atlanta city limits.

### 2.2 AH’s Natural Gas Consumption

AH purchases natural gas for seven high-rise apartment buildings and two low-rise apartment communities serving 1,261 households as well as two administrative facilities comprising approximately 90,000 square feet. Refer to **Attachment A – Natural Gas Accounts** for a listing of Atlanta Gas Light (“AGL”) accounts included under this procurement. Refer to Table 1 for the natural gas consumption in therms for the past three fiscal years for all accounts listed in **Attachment A**.

TABLE 1 <i>Natural Gas Consumption in Therms By Fiscal Year</i>		
FY2017	FY2018	FY2019
182,821	210,899	206,418

AH pays the current natural gas marketer directly for all gas consumed for these properties. Under this contract, no AH resident pays, or is responsible for, direct payment to the natural gas marketer.

### 2.3 Factors Impacting Natural Gas Consumption

Natural gas consumption during the past three years has averaged 200,046 therms annually. Most of these properties are residential apartment communities, and natural gas consumption is expected to remain relatively constant year to year. *Any projection is an estimate and is subject to change.* Factors that may impact projected consumption include, but are not limited to, changes in equipment or major systems, energy conservation measures, and sale of the property. This means that one or more of the properties listed in **Attachment A** may be sold to a non-AH party during the term of the contract resulting from this solicitation. Thus, AH anticipates that it will need to remove one or more properties from the resulting contract, impacting the total natural gas consumption. The next properties being assessed are Hightower Manor Highrise, and Barge Road Highrise.

- AH requires firm, uninterrupted service of natural gas. A letter of guarantee may be requested to ensure firm service.
- Respondent shall deliver natural gas to Atlanta Gas Light’s city gate on an as-needed basis.
- Respondent must agree to supply 100% of AH’s requirements, regardless of usage fluctuations.
- **Services shall commence on August 1, 2020 for a term of twelve consecutive months.**

### 2.5 Specific Requirements – Administration

- Respondent shall submit one electronic summary invoice each month. The summary invoice must be in Microsoft Excel (or other agreed-upon electronic data format) and list all data for each account

on one line. This data should include, but is not limited to, AGL premise ID number, meter number, service address, property name, consumption (ccf & therm), BTU factor, meter readings, service period (date from, date to), detail of AGL pass-through charges, past due amounts, current due amounts, total amounts due and other data elements as identified in **Attachment B – Summary Invoice**.

- Respondent shall provide web-based access to view account detail, payment history and summary invoices.
- Respondent shall have a minimum of four (4) years uninterrupted experience in providing similar services to public agencies or businesses of like size and demand. This experience is to be documented through a reference list that includes a minimum of four (4) contacts that can speak accurately about their experiences with Respondent over a period of several years.
- Respondent shall provide AH the option to make electronic payments via ACH or payments by check.
- Respondent shall provide administrative support to AH for transferring accounts from the current marketer to the awarded marketer.
- Respondent shall comply with all Federal, State, and local statutes, regulations and public ordinances of any nature governing the sale of natural gas.

**Please note that AH is tax exempt and shall not be charged sales taxes.**

## **2.6 Specific Requirements – Customer Service**

- Respondent shall provide prompt and responsive customer service including, but not limited to handling safety concerns, fuel outages, billing questions to include service termination notices, past due payments and billing errors, and general inquiries.
- Respondent shall provide AH with an effective quality assurance process to ensure that invoices are accurate, timely, and that reported issues are tracked and resolved.
- Respondent shall provide a dedicated representative who will serve as AH's agent/ intermediary to AGL and pipeline companies whenever issues arise. The representative will also be available for periodic meetings with AH's Energy Management Department in order to review contract status and service of individual buildings or communities within the AH inventory.

## **2.7 Specific Requirements – Pricing**

- Respondent will identify and provide support to AH to qualify for rebates or discounts.
- Respondent will provide AH the right and ability to fix prices for a specified period on the whole or part of the contracted supplies, at the option of AH, based on the NYMEX Henry Hub natural gas price or some other representative natural gas price index. Respondent shall define in detail the

hedging mechanism to be offered to AH for this service and any requirements of AH needed to exercise any fixed price structures, including applicable fees or expenses.

- Respondent will identify and fully describe any other fees that may apply to this contract.

**[END OF PART 2 – SCOPE OF WORK]**

## PART 3 – PROPOSAL SUBMISSION

### 3.1 Submission of Proposal

- A. All proposals must be submitted electronically through Atlanta Housing’s electronic sourcing (e-sourcing) platform – Jaggaer. AH **will not** accept any proposal in part or in whole through any other means.
- B. Service Providers interested in responding to this Request for Proposal MUST be registered with Atlanta Housing.
- 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.

**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 Required Representations and Certifications

The following Required Representations and Certifications must be included as a part of a Respondent’s proposal by the due date and time specified within this RFP:

Required Representations and Certifications
Debarment Certification
Respondent Disclosure Certification
Principal Personnel Disclosure Statement Certification and Instructions
E-Verify Affidavit
Fee Proposal Form
Required Representation and Certification
Clean Hands Certification
MBE/WBE/SBE Utilization Plan
Section 3 Business Self-Certification Form
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Subcontractor Data Form
Addenda Acknowledgement Form, (If Required)
Atlanta Housing Opportunity Inclusion Policy
Atlanta Housing Section 3 Policy

**NOTE 1:** *Forms shall be completed, signed, and notarized where required or marked “Not Applicable” where appropriate.*

### **3.3 Proposal Format and Structure**

Proposals shall be submitted via AH electronic sourcing (e-procurement) platform Jaggaer. The sections are as follows:

- A. Firm's Qualifications & Service Approach
- B. Fee Proposal Form
- C. Commitment to Diversity

Proposal responses should be concise and include résumés of those persons who will work directly on AH's work, Mandatory Forms and any other applicable exhibits specifically requested by AH within this solicitation. Brevity with respect to proposals is strongly encouraged. The Evaluation Committee will look favorably upon succinct and direct language.

**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.

**[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, 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, etc.), based upon the evaluation factors specifically established for this Request for Proposals.

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 understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

Evaluation Factor (Question)	EVALUATION FACTORS	Submitted Yes / No	MAXIMUM POINTS
A	Firm’s Qualifications & Service Approach	Required	25
B	Fee Proposal Form	Required	70
C	Commitment to Diversity	Required	5
<b>TOTAL</b>			<b>100</b>

**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.

**4.2 Evaluation Factors Description and Points**

**Respondents are required to respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise.**

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

**Evaluation Factor A**

**Firm’s Qualifications & Service Approach .....25 Points**

This evaluation factor will score the Respondent’s qualifications, capacity, relevant experience and ability to deliver excellent customer service. AH considers customer service a critical evaluation factor, and Respondent is encouraged to completely and fully explain their approach to customer service. Respondent shall provide the following:

- Address each item in Sections 2.1 through 2.7 Scope of Work and Specific Requirements to explain your approach to transportation, administration and customer service requirements described therein.
- A copy of a sample electronic summary invoice.
- An explanation of the guarantee available to assure AH has firm, uninterruptable service.

- An organization chart identifying the names and titles of full- and part-time staff and/or Consultants that will be made available to manage the requirements of this RFP, including the dedicated service representative.
- A description of your quality assurance process for ensuring the accuracy and timeliness of invoices and the billing system.
- Describe additional services which the Respondent anticipates may be required to fulfill the scope of work identified in the RFP.
- A copy of the web-based access available to view account detail, payment history, and summary invoices.
- Please provide references of former or existing clients to whom you have provided or are providing natural gas services within the last four years as delineated in this RFP which can be documented through references. Include name of company, contact person, address, phone number, fax number, email address and years of service. **Please note that AH cannot be used as a reference; all references must be provided for companies other than AH.**

**Evaluation Factor B**

**Fee Proposal Form .....70 Points**

Respondent shall utilize the Fee Proposal Form identified in **Exhibit A – Fee Proposal Form**. Fees shall include all labor, services, general administration, supplies, equipment, materials, transportation, license costs, insurance, profit, and overhead necessary to perform work under the terms and conditions of this solicitation. Fees, nominal printing costs and other reimbursable items are the responsibility of the Respondent.

- Proposals shall include all costs associated with the delivery of natural gas to the required city gate.
- Standard fixed and market-based pricing proposals are requested. Respondents are encouraged to submit alternate pricing proposals for consideration.

Respondent shall address each item in **PART 2 – Scope of Work, Section 2.7 Specific Requirements – Pricing**, in the section where requested on the Fee Proposal Form.

**Evaluation Factor C**

**Commitment to Diversity .....5 Points**

This evaluation factor will be used to score Respondent’s commitment to diversity. Respondent should indicate any past or current successes and/or proposed activities relating to Section 3 (see 24 CFR 135 for more information) and MBE/WBE initiatives.

**MAXIMUM TOTAL POSSIBLE POINTS.....100 POINTS**

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

The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth above. Proposals will be evaluated on an individual basis against the requirements stated 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.

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

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

Best and final offers may be requested before or after the presentation/interview process and are requested only if a firm remains within the competitive range. If a firm remains within the competitive range, AH will establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer when requested, the Respondent's immediate previous offer shall be construed as its best and final offer.

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

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 through competitive negotiations up until the final contract signing.

In accordance with AH's Final Amended and Restated Contracts and Procurement Policy Statement, contracts in excess of \$400,000 are subject to approval by AH's Board of Commissioners prior to award and contract execution. The contract will be awarded to the responsible Respondent whose qualifications, price and other factors considered are the most advantageous to AH.

AH reserves the right to: 1) award this contract to one Respondent, 2) make multiple awards, 3) award without discussions and 4) negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents. AH may 1) reject any or all offers if such action is in AH's interest, 2) award contract other than to the lowest Respondent, 3) waive informalities and minor irregularities in offers received, and 4) award all or part of the requirements stated. AH reserves the right to reject an award to Respondent during the contract negotiations if 1) Respondent and AH cannot agree to mutual terms for the contract or 2) Respondent causes delay that, in AH's discretion, causes a hardship to AH.

#### **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.

##### **B. Financial Capacity Determination**

AH shall make an assessment of the Respondent's financial capacity, that is, whether in the sole opinion of AH, the Respondent is capable of undertaking and completing the scope of work delineated within this RFP in a satisfactory manner. AH will award a contract only to a Respondent who, in AH's sole opinion, has the financial ability to successfully perform the terms of this RFP.

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

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

## PART 5 – MANDATORY SUBMITTALS

### 5.1 Mandatory Submittals

The following Mandatory Submittals listed under prerequisites in the e-sourcing platform – Jaggaer must be included as a part of the proposal and received by the due date and time indicate within this RFP.

*\*Forms shall be completed, signed, and notarized where required or marked “Not Applicable” where appropriate.*

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

### 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 WITHIN THE TIMEFRAME SPECIFIED BY AH 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).**

**IF RESPONDENT HAS ITS OWN FORM OF CONTRACT THAT IT MUST USE FOR THESE SERVICES, PLEASE INCLUDE IN THE PROPOSAL 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 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**

In order to do business with AH, Respondent must be a registered vendor *prior to submitting a response*. Please refer to the following Internet URL for more information about Vendor Registration and to register on-line – <http://www.atlantahousing.org/business/vendors>. If Respondent has already registered with AH, the Respondent's (Vendor) profile must be up-to-date.

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 \$400,000 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. 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  
Senior Vice President, 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 President and Chief Executive Officer.

**[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. AH may reject Respondent’s proposal if Respondent causes delay that AH determines, in its discretion, to be detrimental to AH. 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

- I. Worker's Compensation and Employer's Liability with the following minimum limits and coverage:
  - a. Workers Compensation- Statutory Limit in accordance with the laws of the State of Georgia
  - b. Employer's Liability:
    - \$500,000 bodily injury for each accident
    - \$500,000 bodily injury by disease for each employee
    - \$500,000 bodily injury disease aggregate
- II. Commercial General Liability with the following minimum limits and coverage:
  - a. \$1,000,000 combined single limit for each occurrence for bodily injury/property damage
  - b. AH must be listed as an additional insured
- III. Automobile Liability with the following minimum limit and coverage:
  - a. \$1,000,000 combined single limit each accident.
  - b. Coverage shall be for any auto (including owned, hired, and non-owned autos)
  - c. AH must be listed as an additional insured
- IV. Professional Liability / Errors & Omissions (if required)
  - a. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH.
- V. Cyber-Liability Insurance Requirements

In addition to having favorable cyber-risk controls and processes in place, Consultant shall have **Cyber Liability Insurance** with coverage to protect Atlanta Housing, including both first and third party coverage, with limits not less than \$2,000,000 per occurrence or claim and \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

**Contractor shall provide certificates of insurance to AH prior to execution of the contract and at the beginning of each option term.**

## **B. Additional Requirements**

AH reserves the right to require the Contractor to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving 30 days' written notice thereof to AH's Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.

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

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

Contractor agrees, and hereby authorizes its insurer, to notify 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.

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

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.

### **7.5 Indemnification**

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

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**

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

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.

**a. 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.

**b. Clean Air and Clean Water**

For contracts in excess of \$100,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**c. 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:

- (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.

## **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 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 further 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, 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 Vice President, Acquisition & Management Services. 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 Vice President, Acquisition & Management Services, 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 Required AH Supplier Registration

**In order to do business with AH, Respondent must be a registered vendor prior to submitting a response.** Please refer to the following Internet URL for more information about Vendor Registration and to register on-line – <http://www.atlantahousing.org/business/vendors>. If Respondent has already registered with AH, the Respondent's (Vendor) profile must be up-to-date. 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.

## 7.20 Exceptions to Contract

Respondents' proposed exceptions to the Form of Contract must be identified and submitted with the Respondents' proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements and required HUD terms and conditions.

Prior to award, and if necessary, the apparent winning Respondent will 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, including failure to return signed documents within time frames specified by AH, will lead to rejection of the Service Provider's proposal.

## **7.21 Exceptions to Contract**

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 Respondent'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.

**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).**

**[END OF PART 7 – TERMS SHEET]**

**ATTACHMENT A**

**Natural Gas Marketer Accounts**

Property Name	Service Address	AGL Premise ID#	FY2019 Therms (a)
<b>Highrise Properties</b>			
Marian Road Highrise	760 Sidney Marcus Boulevard NE	965454830	44,503
Barge Road Highrise	2440 Barge Road SW	965564212	26,373
Hightower Manor Highrise	2610 Martin Luther King Jr	903176806	23,485
East Lake Highrise	380 East Lake Boulevard SE	572102253	20,514
Georgia Avenue Highrise	174 Georgia Avenue SE	408857458	15,580
Cheshire Bridge Rd Highrise SE	2170 Cheshire Bridge Road NE	826704364	15,574
Cosby Spear Highrise (Bldg A)	355 North Ave NE	958254405	11,850
Cosby Spear Highrise (Bldg B)	365 North Ave NE	965167552	8184
AH Administrative Offices	230 John Weslev Dobbs Avenue NE	588792302	11,411
Zell Miller Community Center	528 Merritts Avenue NW	774847428	4,241

**Family Properties**

Property Name	Service Address	AGL Premise #	FY2019 Therms(a)
Westminster	1422 Piedmont Ave NE # 7A	753650410	121
	Westminster		
	1422 Piedmont Ave NE # A1	753646203	62
	Westminster		
	1422 Piedmont Ave NE # A2	753649208	111
	Westminster		
	1422 Piedmont Ave NE # A3	753646804	181
	Westminster		
	1422 Piedmont Ave NE # A4	753647405	94
	Westminster		
	1422 Piedmont Ave NE # A5	753649809	155
	Westminster		
	1422 Piedmont Ave NE # A6	753648006	311
	Westminster		
	1422 Piedmont Ave NE # A8	753648607	195
	Westminster		
	1422 Piedmont Ave NE # B1	753651011	151
	Westminster		
	1422 Piedmont Ave NE # B3	753651612	153
	Westminster		
1422 Piedmont Ave NE # B4	753652814	173	
Westminster			
1422 Piedmont Ave NE # B5	753653415	175	
Westminster			
1422 Piedmont Ave NE # B6	753654617	129	
Westminster			
1422 Piedmont Ave NE # B7	753654016	54	
Westminster			
1422 Piedmont Ave NE # B8	753655218	177	
Westminster			
1422 Piedmont Ave NE # C1	753665435	74	
Westminster			
1422 Piedmont Ave NE # C2	753664834	184	
Westminster			
1422 Piedmont Ave NE # C3	753663031	132	
Westminster			
1422 Piedmont Ave NE # C4	753662430	139	
Westminster			
1422 Piedmont Ave NE # C5	753664233	167	
Westminster			
1422 Piedmont Ave NE # C6	753663632	152	
Westminster			

1422 Piedmont Ave NE # C7 Westminster	753661829	167
1422 Piedmont Ave NE # C8 Westminster	753661228	115
1422 Piedmont Ave NE # D1 Westminster	753660627	329
1422 Piedmont Ave NE # D2 Westminster	753660026	156
1422 Piedmont Ave NE # D3 Westminster	753657622	190
1422 Piedmont Ave NE # D4 Westminster	753657021	100
1422 Piedmont Ave NE # D5 Westminster	753659425	149
1422 Piedmont Ave NE # D6 Westminster	753655819	172
1422 Piedmont Ave NE # D7 Westminster	753656420	227
1422 Piedmont Ave NE # D8 Westminster	753658824	256
1422 Piedmont Ave NE BLDG B # 2 Westminster	753652213	123
1422 Piedmont Ave NE Westminster	753658223	496

Property Name	Service Address	AGL Premise ID#	FY2019 Therms (a)
Martin Street Plaza	600 Martin Street SE # A1	968603349	243
	600 Martin Street SE # A2	479580704	564
	600 Martin Street SE # A3	303859027	138
	600 Martin Street SE # A4	900158422	252
	600 Martin Street SE# B1	747628442	199
	600 Martin Street SE # 82	264839935	648
	600 Martin Street SE # 83	277992827	381
	600 Martin Street SE # B4	755957811	194
	600 Martin Street SE # C1	451996324	252
	600 Martin Street SE # C2	693069536	161
	600 Martin Street SE # C3	301081228	334
	600 Martin Street SE # C4	404180810	334
	600 Martin Street SE# D1	822946113	379
	600 Martin Street SE# 02	215760805	431
	600 Martin Street SE # 03	312291417	274
	600 Martin Street SE # D4	438170358	254
	600 Martin Street SE # D5	939985630	400
	600 Martin Street SE# E1	203578053	724
	600 Martin Street SE # E2	516179705	318
	600 Martin Street SE # E3	292064117	369
	600 Martin Street SE # E4	302774829	182
	600 Martin Street SE # E5	329160911	194
	600 Martin Street SE # F1	540356221	242
	600 Martin Street SE # F2	591270433	270
	600 Martin Street SE # F3	296042825	665
	600 Martin Street SE # F4	306149537	164
	600 Martin Street SE# G1	864015547	238
	600 Martin Street SE # G2	778545748	184
	600 Martin Street SE # G3	648197836	177
	600 Martin Street SE # G4	253777728	580
	600 Martin Street SE# H1	636960330	479
	600 Martin Street SE # H2	320430042	410
	600 Martin Street SE# H3	576644054	164
	600 Martin Street SE # H4	749444746	29
	600 Martin Street SE # HS	17697009	191
	600 Martin Street SE# 11	672602133	376
	600 Martin Street SE # 12	639363420	396
	600 Martin Street SE # 13	983884543	434
	600 Martin Street SE # 14	52969906	644
	600 Martin Street SE# 15	876598228	392
	600 Martin Street SE# J1	663814306	397
	600 Martin Street SE # J2	916221838	63
	600 Martin Street SE # J3	449411530	236
	600 Martin Street SE # J4	11383943	144
	600 Martin Street SE# JS	321122735	97
	600 Martin Street SE# K1	604030004	277
	600 Martin Street SE# K2	604968016	563
	600 Martin Street SE # K3	965998450	476
	600 Martin Street SE # K4	517786542	315
	600 Martin Street SE # K5	730544234	308
	600 Martin Street SE # L1	125083847	329
	600 Martin Street SE # L2	397801720	317
	600 Martin Street SE # L3	273610840	312
	600 Martin Street SE # L4	316440304	141
	600 Martin Street SE # L5	891115828	251
	600 Martin Street SE # M1	139029025	299
	600 Martin Street SE# M2	510521027	449
	600 Martin Street SE # M3	391411509	326
	600 Martin Street SE # M4	294141840	233
	600 Martin Street SE # M5	52758932	340
		COMBINED TOTAL	206,418

Natural Gas Marketer Summary Invoice

Column headings on the Summary Invoice will reflect the data elements listed below. Each row on the Summary Invoice will be a unique account. Column totals should be provided where appropriate.

	Column	Data Element	Sample Data
Account	A	AGL Premise ID#	965454830
	B	Gas Provider Account#	5961407317
	C	Customer Number	4640901457
	D	Cost Center	244
	E	Community Name	Westminster
	F	Customer Name	Atlanta Housing
	G	Service Address	1422 Piedmont Avenue NE
	H	Service Address 2	#C4
	I	Service City	Atlanta
	J	Service State	GA
	K	Service Zip	30309
Meter	L	Meter Number	982983
	M	DDDC Factor	0.451
	N	UOM	CCF
	O	Beginning Date	19-Dec-2014
	P	Ending Date	21-Jan-2015
	Q	Beginning Reading	6860
	R	Ending Reading	6928
	s	CCFS Used	68
	T	Therm Factor	1.019
	u	Therms Used	69.292

	Column	Data Element	Sample Data
AGL Charges	V	AGL Customer Charge	\$9.05
	W	AGL DDDC Charge	\$5.33
	X	AGL Environmental Response Cost	\$0.20
	Y	AGL Franchise Recovery Fee	\$0.23
	Z	AGL Meter Reading Charge	\$0.71
	AA	AGL Peaking Charge	\$0.43
	AB	AGL STRIDE Pipeline Maintenance Project	\$2.34
	AC	AGL Social Responsibility Fee	\$0.31
	AD	AGL Total Charge	\$18.60
	Invoice	AE	Invoice Date
AF		Consumption Month	Jan-15
AG		Cost per Therm	\$0.7429
AH		Natural Gas Charge	\$51.48
AI		Pipeline Capacity Charge	\$0.00
AJ		Account Service Fee	\$5.00
AK		Adjustments	\$0.00
AL		Current Charges	\$75.08
AM		Sales Tax	\$0.00
AN		Grand Total	\$75.08
Statement	AO	Previous Amount Due	\$67.50
	AP	Payment Received	\$67.50
	AQ	Current Amount Due	\$75.08
	AR	Total Amount Due	\$75.08