



RFP-2020-0150
Enterprise Information Management (EIM) System
Implementation Services

OCTOBER 16, 2020

Albert Murillo

Sr. Vice President, Contracts & Procurement



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Enterprise Information Management (EIM) System Implementation Services

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.

1.2 Solicitation Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Information Technology firms to bid on any, or all portions of the Scope of Work for the following Enterprise Information Management (EIM) implementation functions:

1. Execution of the initial hybrid cloud architecture strategy (provided upon acceptance)
2. Execution of the final strategy (provided upon acceptance)
3. Data Catalog, Data Dictionary/Corporate Glossary
4. Development, configuration, and deployment of software/middleware
5. Succession plans and any applicable training guides to support transitioning the project to an operational state

Total duration of the contract period is up to four (4) years. The EIM implementation functions may be performed both onsite, and remotely.

1.3 Schedule of Events

The following is the Schedule of Events and is AH’s estimate of the timetable for this solicitation:

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1.4 Communications

EVENTS	DATE AND/OR TIME
RFP Released	Friday, October 16, 2020
Pre-Proposal Conference	Thursday, October 22, 2020 at 2:00 P.M. Via Zoom: https://atlantahousing.zoom.us/meeting/register/JJkdeqsrT8vG9eut_RG6RAScJm9vYTB-pkR
Deadline for Questions and/or Comments	Friday, October 30, 2020 by 3:00 P.M., EDT
Proposal Due Date and Time	Tuesday, November 17, 2020 by 3:00 P.M., EDT

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, October 16, 2020 and 3:00 P.M. EST, Friday, October 30, 2020.**
- 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.

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RFP Point of Contact

Kiyunda Smith
Purchasing Analyst
The Housing Authority of the City of Atlanta, Georgia
Contracts & Procurement Department
230 John Wesley Dobbs Avenue, NE 5th Floor
Atlanta, Georgia 30303-2421
Kiyunda.Smith@atlantahousing.org

PART 2 – SCOPE OF WORK

2.1 Scope of Work and Requirements

Atlanta Housing seeks a long-term partnership with one (1) or more Respondent(s) to provide the following EIM implementation functions:

1. Execution of the initial hybrid cloud architecture strategy (provided upon acceptance)
2. Execution of the final strategy (provided upon acceptance)
3. Data Catalog, Data Dictionary/Corporate Glossary
4. Development, configuration, and deployment of software/middleware
5. Succession plans and any applicable training guides to support transitioning the project to an operational state

AH may award each service offering independently. Respondent(s) may submit proposals for one or more EIM implementation functions. These services are intended to enhance AH'S data standardization, data accessibility, and data integrity throughout the organization, thus improving reporting times and accuracy, and decision proficiency. The contract period will be up to four (4) years, and the services will be provided onsite, and remotely.

Initial Hybrid Cloud Architecture Strategy Execution

- 1) Analyze and correlate hybrid cloud architecture design specifications:
 - a) Review and implementation of architecture model for services and functions that will remain on premises
 - b) Review and implementation of architecture model for services and functions that will reside in the cloud
 - c) Design, develop, configure and test applicable web applications to facilitate data share between platforms (as needed)
- 2) Provide method for monitoring connection disruptions or failures for data connected to the EIM system.
- 3) In cooperation with AH's internal engineering team, provide shared administration and management functions for the EIM-related services as requested. Functions include subject matter expertise, policy management, code base access, bug fixes, and other operational needs requested by AH.
- 4) All operations associated with this service are to be performed in person and remotely when possible.
- 5) Design, develop, configure and test user and middleware interfaces where needed.
- 6) Establish initial reporting interfaces.

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Final Strategy Execution

- 1) Analyze and correlate final architecture design specifications:
 - a) Review and implementation of architecture model for services and functions that will transition from the initial hybrid cloud architecture to the final architecture model
 - b) Design, develop, configure and test applicable web applications to facilitate data share between platforms (as needed)
- 2) Finalize Data Catalog, Data Dictionary/Corporate Glossary
- 3) Succession plans and any applicable training guides to support transitioning the project to an operational state.

System Specifications

Atlanta Housing currently has data in multiple disparate systems, proprietary solutions, and Excel spreadsheets. Our main ERP system is Yardi Voyager, which contains participant (client/customer), vendor, and financial (receivables, payables, and general ledger) data. The systems at AH have varying types of data, some of which is raw, transactional, historical, binary, and metadata.

Below is an example of some of the systems that provide the most critical functions:

Vendor	Software Product	Database Size (approx.)	Hosting	Number of Tables	Volatility
Yardi Systems	Voyager/Payscan (SaaS)	200 GB	Virtual Private Cloud	3,078	~65% modified daily/~35% new
Social Solutions	Efforts to Outcomes (ETO) (SaaS)	3 GB	Private Cloud	250	~85% modified daily/~15% new
Prophix	Prophix (SaaS)	80 GB	Via AWS	~	~
Atlanta Housing	58 DVS (SQL/InfoPath)	1 GB	On-premises using MS Products	14	66 new rows per day
Atlanta Housing	DPA	11 GB	On-premises using MS Products	17	12% new, 86% modified, 2% deleted
Atlanta Housing	Atlas	13 MB	Using MS Azure	25	0

Many of the data sources are touched regularly to complete mandatory monthly, quarterly, and annual reporting and often times, to aid in day-do-day operations. Due to the same data existing in multiple places (in some cases), additional time and effort is spent ensuring the integrity of reports produced in this manner. There is currently no central repository, data warehouse, or other type of data store in place.

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There is also a concern that data identified by the same name has different meanings to different functional areas in the agency. Multiple data sources with similar but varying information, requires additional time and effort to determine which reporting metric is correct.

Internal customers are unable to process reports for themselves and have often requested access to systems that would allow them to receive more robust reporting and dashboards.

Physical Locations

AH locations include a main corporate headquarters facility, two (2) remote employee offices and eleven (11) remote residential complexes. AH maintains its own datacenter in the corporate headquarters facility, hosting network, server, telecom, and other services for all locations.

Computing/Network Environment

The overall computing environment encompasses approximately two-hundred fifty (250) Windows servers and three-hundred fifty (350) Windows workstations. All devices within AH's environment are interconnected via routed/switched gigabit Ethernet. All locations are interconnected via either switched Ethernet fabric or VPN technology. Network access control is handled by redundant firewalls. Internet ingress and egress for all locations is maintained through the corporate headquarters facility. Primary internet access is a 100 Mbps switched Ethernet connection. Respondents should consider AH's internet bandwidth limitation and propose a solution that minimizes bandwidth requirements.

2.2 Fee Proposal

Respondent will outline the cost associated with the proposed EIM implementation functions numbered 1 - 5. Respondent(s) may submit the cost for one or more EIM implementation functions.

Respondent shall also attach a separate sheet with the Positions and Hourly Rates. Please utilize the table format in Section 2 – Hourly Rates (*located on the Fee Proposal*) and provide a list of positions/staff and loaded hourly rates for the initial and option terms.

2.3 Contract Period

The initial term of the contract shall be for a term one (1) year. AHA may renew the contract for three one-year terms at the sole discretion of AHA. AH, at its discretion, and upon agreement of the respondent may decide not to renew the option terms consecutively based upon AH's needs. Renewal will be accomplished through the issuance of a contract extension letter. In the event that the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and services, AHA may, with the written consent of the awarded firm(s), extend the contract for such period of time as may be necessary to permit AHA's continued supply of the identified products and services. The contract may be amended in writing from time to time by mutual consent of the parties. The resulting award of the contract does not guarantee a minimum volume of work or commitment of funds.

AH anticipates the initial term of the contract to be effective during first quarter 2021 through December 31, 2021.

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2.4 Service Location

AH locations include a main corporate headquarters facility, two (2) remote employee offices and eleven (11) remote residential complexes. AH maintains its own datacenter in the corporate headquarters facility, hosting network, server, telecom, and other services for all locations. AH's Headquarters is located at 230 John Wesley Dobbs, NE, Atlanta, Georgia 30303.

PART 3 – PROPOSAL EVALUATION

3.1 Clean Hands Policy

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

3.2 EVALUATION FACTORS and AWARD

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

Respondent(s) must provide all information outlined in the Evaluation Factors (as defined below) for the Respondent's proposal 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 the Request for Proposals. The quality of answers rather than length of responses to this RFP is important. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

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EVALUATION QUESTIONS/FACTORS	MAXIMUM POINTS
A. Plan / Methodology / Approach	50
B. Organizational Structure & Staffing	25
C. Experience	20
D. Diversity Opportunity Plan	5
TOTAL	100

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

EVALUATION QUESTIONS DESCRIPTIONS

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

Evaluation Question A

Plan / Methodology / Approach..... 50 Points

Detail the proposed solution(s) for the implementation and operation of the services outlined in this RFP. Include technical details of the proposed solution, including specific technologies and other components related to the implementation.

Include a high-level project plan for implementation of the proposed solutions, including implementation timeframes, client resources and other activates required to complete the implementation.

Evaluation Question B

Organizational Structure & Staffing..... 25 Points

Detail Respondent’s qualifications and capacity to provide the services described in this RFP, including details such as location and detail of physical facilities and/or datacenters, customer base, industry breadth and number of years in operation.

Provide the Customer Service and Support details associated with your proposal(s,) including support staff organization and qualifications, incident escalation process, SLA timeframes and hours of operation.

Provide an organizational chart showing key members who will be involved in the provision of services stated within this RFP. If other contractors will be included in the provision of services, provide detailed information as specified below. Include resumes showing at a minimum:

- Name;
- An explanation of the function they will perform and their title or classifications;
- Their relevant education background, degree, major and minor studies, certifications, licenses, etc.;
- Relevant work experience;
- Any specialized skills, training or credentials that are relevant to the required services.

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Evaluation Question C

Experience.....20 Points

Respondent shall provide references and also give a summary of the services they provided for the client.

Respondent shall detail the outcomes of their implementation.

Evaluation Question D

Diversity Opportunity Plan.....5 Points

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

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

MAXIMUM TOTAL POSSIBLE POINTS.....100

3.3 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 firms in competitive range.

a) 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 RFP scope of work delineated within this RFP in a satisfactory manner. AH will award a contract only to the responsible Respondent who, in AH's sole opinion, has the financial ability to successfully perform under the terms of this RFP. AH's determination will include an assessment of the Respondent's financial resources/ability to perform the scope of work in accordance with the RFP requirements.

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

b) 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 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

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Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

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

PART 4 – TERMS SHEET

4.1 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. Such participation is evidenced by submitting to AH a signed affidavit in the form of the affidavit either provided by Georgia Department of Audits and Accounts or approved by AH ("E-Verify Affidavit") – see **Prerequisites** – State of Georgia Contractor E-Verify Affidavit. The 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.

4.2 Licenses, Permits and Certifications

Before a contract pursuant to this RFP is executed, the apparent successful Respondent(s) must hold all necessary, applicable professional licenses required by the State of Georgia and all other regulatory agencies necessary to complete the Services. The Respondent shall obtain, at the Service Provider'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 any or all Respondents to submit evidence of proper licensure.

4.3 Atlanta Housing Opportunity Inclusion Policy (OIP)

It is the policy of Atlanta Housing that Minority, Women and Small Business Enterprises (MBE/WBE/SBE as defined in regulations developed by the Secretary of the Department of Housing and Urban Development (HUD) and promulgated in 2 CFR 200, the National Affordable Housing Act 42 U.S.C 12703, and HUD Procurement Handbook for Public Housing Agencies No. 7460.8 Rev.2, the United States Small Business Administration and other governmental and professional industry association certifying agencies) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds and that bidders, proposers or contractors and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/SBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds.

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

AHA shall, to the greatest extent feasible, make every effort to ensure that small businesses, minority owned and women-owned businesses, and labor surplus area businesses, and other individuals or firms located in or owned in substantial part by persons residing in the area of AHA-owned communities are used when possible in AHA's contracting opportunities. Respondent is encouraged to provide a contracting/employment opportunity plan, noting the potential jobs and subcontracting opportunities that will be made available by Respondent for the services to be provided.

Respondents who, as a result of a robust, timely and documented process of solicitation to the marketplace to meet this requirement, find that it is not possible to secure that level of participation, may augment their MBE/WBE/SBE participation goal with a comprehensive detail of good faith efforts. Documented good faith efforts will be considered on their merits and in light of other respondents and their plans regarding impracticability of meeting the published goals. In RFQ submissions of qualifications, an affidavit of future compliance will evidence intended compliance. For proposals submitted as a response to RFP's a written plan to achieve the published aspirational goal will be required with initial proposal or subsequent task orders. RFP respondents may submit partial plans to comply with aspirational goals so long as they are accompanied with a detail of best efforts that support the impracticability of the aspirational goal with a request for partial waiver.

4.4 Atlanta Housing Section 3 Policy

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

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

4.5 Certification Regarding Debarment

The Respondent certifies by submission of its offer, that neither it nor its principals is 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.

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4.6 Respondents' Status

The Respondent and its agents will be held to be an independent contractor, and will not be an employee of AH.

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

4.8 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify AH in writing specifying the regulation which requires an alteration. AH reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to AH.

4.9 Insurance

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

Minimum Limits and Coverage

- 1.1 For purposes of this Section, AH is defined as its commissioners, officers, directors, employees, and volunteers. Contractor must maintain the minimum limits and coverage identified below during the term of this Agreement:
- i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia
 - ii. Employer's Liability:
 - 1. \$500,000 each accident for bodily injury by accident
 - 2. \$500,000 each employee for bodily injury by disease
 - 3. \$500,000 policy limit for bodily injury by disease;
 - iii. Commercial General Liability:
 - 1. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - 2. \$1,000,000 for personal and advertising injury liability;
 - 3. \$1,000,000 aggregate on products and completed operations;
 - 4. \$2,000,000 general aggregate.
 - iv. Automobile Liability:
 - 1. \$1,000,000 combined single limit each accident

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2. Coverage shall be for any auto (including owned, hired, and non-owned autos)
- v. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH
- vi. Cyber Liability insurance in the amount of no less than \$5,000,000 per claim and \$5,000,000 aggregate. 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. 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.

1.2 The following are additional requirements with respect to insurance coverage:

- i. **Additional Insured Endorsement:** Blanket additional insured coverage is required for Commercial General Liability, Automobile Liability and Cyber Liability, to include AH; its Commissioners; its officers, directors, employees, and volunteers; and any other party as may be required.
- ii. **Proof of insurance must be provided to AH prior to execution of this Agreement and prior to the start of any Option Terms, as applicable.** AH specifically reserves the right to require Contractor to provide certified copies of such policy or policies.
- iii. The insurance carrier must be licensed to transact business in the State of Georgia and must carry a current A.M. Best's rating of no less than A-.
- iv. Contractor agrees to notify AH in writing with 30 days' notice of any substantial change in such insurance coverage described herein to Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested. *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. 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.

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- vi. The minimum insurance coverage limits outlined herein do not preclude Contractor'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 Contractor under this agreement.
- vii. Failure of Contractor to fully comply with the insurance requirements of this Agreement will be considered a material breach of this Agreement.

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

Additional Requirements

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

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

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

Contractor agrees, and hereby authorizes its insurer, to notify AHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.

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

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

4.10 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

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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.

4.11 Compliance with Laws

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

b) HUD Section 3 Compliance:

1) The services to be performed under the contract are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("HUD Section 3"). The purpose of HUD Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by HUD Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The Parties hereby agree to comply with HUD's regulations in 24 CFR Part 135, which implement HUD Section 3 (the "Implementing Regulations"). As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the implementing Regulations.

3) Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this HUD Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the HUD Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.

4) Contractor will certify that any vacant employment positions, including training positions, that are filled one (1) after Contractor is selected but before the contract is signed, and (2) with persons other than those to whom the Implementing Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Implementing Regulations.

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5) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

6) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

c) Energy Efficiency

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

d) Clean Air and Clean Water

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

e) Equal Employment Opportunity

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

f) Anti-Lobbying

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

2) Contractor agrees to disclose any conflict as soon as such conflict becomes known or should have become known.

3) Contractor agrees to include the language of this subsection in the award documents for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and subcontractors shall acknowledge and disclose accordingly.

4.12 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

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receipt of the notice, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.

b) Either Party may terminate the contract upon the material breach of the contract by the other Party, which breach is not cured within 30 calendar days following written notice thereof; provided, however, that if such breach is not susceptible to cure the non-breaching Party may terminate the contract immediately upon written notice thereof to the breaching Party. For avoidance of doubt, any materially false, deceptive, incorrect or incomplete statement, representation or certification by Contractor in connection with the contract or in the RFP process shall constitute a material breach that is not susceptible to cure by Contractor. Upon the termination of the contract by AH pursuant to this subsection, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.

c) If the termination is for the convenience of AH, then AH shall be liable only for payment for Services rendered before the effective date of the termination. In arriving at the amount due Contractor for a termination for convenience, in no event shall the payment to Contractor exceed the aggregate price set forth in the contract and there shall be deducted:

- (i) all progress payments to Contractor under the terminated portion of the contract, and
- (ii) any claim which AH has against Contractor under the contract.

d) If the termination is due to breach by Contractor, AH may (i) require Contractor to deliver to it, in the manner and to the extent directed by AH, any work as described in subparagraph (b) above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional cost incurred by AH; and (iii) withhold any payments to Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to AH by Contractor.

e) If, after termination for breach by Contractor, it is determined that Contractor had not in fact breached the contract, the termination shall be deemed to have been effected for the convenience of AH, and Contractor shall be entitled to payment as described in subparagraph (c) above.

f) Contractor agrees that upon termination of the contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the Services to AH or another contractor. Contractor shall provide full disclosure to AH and the third-party contractor about the equipment, software, or services required to perform the Services for AH.

4.13 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.

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4.14 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.

4.15 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.

4.16 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.

4.17 Confidential Information

AH may provide Contractor with information owned by or relating to AH and its business, including, without limitation, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by AH ("Confidential Information"). Contractor agrees to only use AH's Confidential Information to the extent necessary to perform the Services as contemplated herein. During the Contract Period and for two years following the expiration or earlier termination thereof, Contractor shall keep confidential and shall not publish or otherwise disclose, or permit its employees, subcontractors and assigns to publish or otherwise disclose, any of AH's Confidential Information without AH's prior written approval; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, such covenants shall continue for so long as such Confidential Information so constitutes a trade secret. At a minimum, Contractor shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance. All Confidential Information is and shall remain AH's property and Contractor shall return such Confidential Information, and all embodiments thereof, to AH upon expiration or termination of the contract or upon the earlier request of AH. Contractor agrees that all of its employees and subcontractors will, upon AH's request, sign a confidentiality statement, in a

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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.

4.18 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.

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4.19 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, Contracts and Procurement, 230 John Wesley Dobbs Avenue, 5th Floor, Atlanta, Georgia 30303-2421.

4.20 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 term, Contractor is obligated to notify AH if the name or corporate structure changes, including any merger, acquisition, sale, restructuring or other transaction 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.

4.21 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.

4.22 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.

4.23 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.

SECTION 5 – FORM OF CONTRACT

5.1 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 (see **Prerequisites** to located Form *HUD 5370-A - General Conditions for Construction Contracts*.)

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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.

5.2 Contract Terms and Conditions

The contract that AH expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Respondent and any subsequent revisions to the 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).