



**Request for Proposals #2021-0026
Sustainability Consulting Services**

January 13, 2021

**Albert Murillo, Senior Vice President
Contracts & Procurement**



Request for Proposals #2021-0026

Sustainability Consulting 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 Housing Authority of the City of Atlanta, Georgia (Atlanta Housing or AH) desires to enter into a contract with individuals or firms to assist with a sustainability plan prepared in FY2021 for consideration and implementation that supports AH’s development and implementation of a sustainability plan.

1.3 Contract Term

Contracts awarded from proposals received in answer to this solicitation will be for an initial term of one (1) year with the option to extend the contract, at Atlanta Housing’s sole discretion, for one (1) additional one (1) year option for a potential total maximum term of two (2) years.

1.4 Schedule of Events

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

**Request for Proposals #2021-0026
Sustainability Consulting Services**

EVENTS	DATE AND/OR TIME
RFP Released	Wednesday, January 13, 2021
Pre-Proposal Conference Date and Time	<p>Wednesday, January 20, 2021 at 2:00 PM EDT</p> <p>Via ZOOM:</p> <p>Join Zoom Meeting https://atlantahousing.zoom.us/j/99448371096?pwd=L2J2TDQyOS85TzhGemNOBWxOcEpOdz09</p> <p>Meeting ID: 994 4837 1096 Passcode: 566552 One tap mobile +14702509358,,99448371096#,,,,*566552# US (Atlanta) +14703812552,,99448371096#,,,,*566552# US (Atlanta)</p> <p>Dial by your location +1 470 250 9358 US (Atlanta) +1 470 381 2552 US (Atlanta)</p> <p>Meeting ID: 994 4837 1096 Passcode: 566552</p>
Deadline for Questions and/or Comments	Wednesday, January 27, 2021 by 3:00 P.M., EDT
Proposal Due Date and Time	Wednesday, February 17, 2021 by 3:00 P.M., EDT

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 **Wednesday, January 13, 2021 and 3:00 P.M. EDT, Wednesday, January 27, 2021.**

Request for Proposals #2021-0026 Sustainability Consulting Services

- 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

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 Background

The City of Atlanta is increasingly impacted by climate change, and is regularly experiencing the heightened effects of adverse weather events, water shortages and migration caused by climate change. Studies show Southeastern coastal residents moving,¹ to Atlanta in particular, due to its proximity to coastal regions currently affected, its extensive airport and highway system, and relatively low cost of living.² Rising housing and utility costs and worsening climate conditions however disproportionately affect our city’s lowest income residents.³

2.2. Scope of Work and Specific Requirements

Atlanta Housing seeks quotes from individuals or firms to support the development and implementation of its sustainability plan for consideration in FY2022. The goals are to:

1. Promote resiliency and sustainable real estate development practices and administrative operations
2. Assist residents in climate resilience and sustainability
3. Reduces impact on the environment by focusing operations on resiliency programs and practices

Working closely with the Agency’s internal sustainability task force, the selected individual or firm would help survey existing practices, scope a three-year sustainability plan, provide financial modeling

¹ “Migration induced by sea-level rise could reshape the US population landscape,” Mathew E. Hauer, “Nature Climate Change,” 17 April 2017, <https://www.nature.com/articles/nclimate3271.epdf>

² “Sea Level Rise and Migration Understanding future climate-driven population movements to the Atlanta region,” Kim Tatum, School of City and Regional Planning, Georgia Institute of Technology, May 2016.

³ “People who are already vulnerable, including lower-income and other marginalized communities, have lower capacity to prepare for and cope with extreme weather and climate-related events and are expected to experience greater impacts,” Fourth National Climate Assessment, Volume II: Impacts, Risks, and Adaptation in the United States, Chapter 1: “Communities,” <https://nca2018.globalchange.gov/> <https://www.enterprisecommunity.org/blog/climate-change-disproportionately-affects-low-income-communities>

Request for Proposals #2021-0026 Sustainability Consulting Services

and benchmarking frameworks and explore potential strategic partnerships and funding strategies for all aspects of the plan.

The plan will gather existing and proposed opportunities for strategic intervention across the entire AH mission, as noted in its FY2021 MTW plan,⁴ in the following impact areas: resident services, landlord services (including small landlords and project-based communities), new real estate development and planning, (including new construction and site planning), real estate operations (including oversight of non-AH owned residential properties), and AH business operations (including oversight of AH-owned residential and non-residential properties).

It is anticipated that AH's sustainability plan will include:

- An overview of the anticipated impact of climate change in Atlanta, and effects on the housing market and low-income communities in particular;
- Brief overview of previous and existing AH activities to mitigate the impacts of climate change;
- Vision and goal of AH's climate sustainability plan;
- A framework of activities and benchmarks to address climate change, resilience and climate equity;
- A solid financial model and resource development component;
- Partnership opportunities within Atlanta and potential for partnerships beyond Atlanta, in the public and private sectors; and
- Recommended implementation and benchmarks regime over the next three years, including monitoring and evaluation.

This request is seeking proposals for the development of an agency-wide sustainability strategy. The scope of work is divided into three phases: data collection and benchmarking, financial feasibility modeling, and development of the three-year sustainability plan. Key information is attached to this Request for Proposals, including an overview of AH's Portfolio and Sample Data List – Attachment 1.

Phase 1: Data Collection and Benchmarking

The consultant will, with AH staff, assess the agency's current green activities. The consultant will propose and measure a set of appropriate commonly used benchmarks or metrics that will set the framework for developing sustainability goals, and the means by which AH will track progress towards the benchmarks, including but not limited to:

- Recommendations on how to track and collect water and energy consumption data for the housing choice (ie, tenant-based voucher) programs;
- Recommendations on waste management practices, and how AH can track the amount of waste sent to landfills/recycling facilities and implement policies to divert waste sent to landfills;
- Recommendations on how to track and calculate AH's carbon footprint and greenhouse gas emissions;
- Recommendations on policies and best practices for tracking green supply chain/procurement management ;
- AH already has water and energy consumption data for AH-owned properties, and AH will coordinate with the project-based voucher properties to gather this data. Consultant will make recommendations and develop a tracking system that can be updated by AH to show progress

⁴ Reports are available at <https://www.atlantahousing.org/about-us/plans-reports/>

Request for Proposals #2021-0026 Sustainability Consulting Services

over the years.

- Other applicable benchmarking including those established by other agencies, departments, and potential partners as recommended and appropriate.

Please, provide pricing for additional benchmarks that are recommended but were not included in the list above.

Deliverable – Benchmarking Report

Phase 2: Financial Feasibility Model

The sustainability plan will require the careful application of appropriate resources of time, materials and tools to achieve the organization's goals and make a measurable impact. Unlike most public housing authorities, AH owns about 10% of the properties in which our households live (around 2,000 units within the city of Atlanta). A good part of our success will be how well we assist and incentivize others towards resource efficiency - what funding is required, over what period of time, and where are the funds likely to come from? The Consultant will help develop a financial model to aid in decision-making, prioritizing, tracking and measuring impact across the range and breadth of the sustainability plan. The model should analyze the financial impact of various program options and assumptions, offer benefit/cost analyses and propose program frameworks that help achieve the goals in the plan. The financial model may include direct costs and sources of funds, collaborations with funders and third-party referrals to residents, landlords and developer partners. The financial feasibility model may need to extend past the three-year plan focus.

Deliverable – Financial Feasibility Model

Phase 3: Three-Year Sustainability Plan

Using the benchmarking framework, and guided by priorities supported by the financial feasibility model, the consultant will assist in drafting the Agency's three-year sustainability plan. The plan should identify survey of current conditions and motivations; a vision, a framework of goals, benchmarks and targets; identify key stakeholders for various impact areas; and a financial sustainability plan. The benchmarking data should be summarized, and incremental goals should be identified. AH envisions that the development of this plan will be a collaborative effort between the consultant and the AH project team. The successful Respondent may also advise on an internal and external launch plan.

The plan will likely need to be responsive to and consider potential collaborations with the City of Atlanta's Office of Resilience and its recently adopted Clean Energy Plan, the Atlanta Better Buildings Challenge, as well as local utility providers and other programs as appropriate.

Deliverable – Sustainability Plan

Timeframe

We are anticipating completing the work over a twelve month period; however, deliverables will be due during over the first three to six months of the contract term.

Request for Proposals #2021-0026

Sustainability Consulting Services

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, AH 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 AH and other jobs (including contacting previous clients of the contractor), and financial and technical resources. AH 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 AH pursuant to a contract or other transaction and has not fulfilled the obligation prior to submission of a bid, proposal or application for a contract, (ii) has an existing claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against AH, whether civil or criminal (including any appeal or review of any of the foregoing) or (iii) in AH's reasonable discretion, has taken action that may give rise to or threatened to assert a claim, demand, litigation action, investigation, hearing, or other legal, administrative, arbitral or similar proceeding or dispute against AH, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against AH. The President and Chief Executive Officer may waive the requirements of this paragraph for good cause shown as determined by the President and Chief Executive Officer and if it is otherwise in AH's best interests.

3.2 Submittals

Proposals shall be submitted via AH electronic sourcing platform - Jaggaer. AH **will not** accept any proposal in part or in whole through any other means. The sections are as follows:

- A. Team Expertise / Firm Experience
- B. Scope and Implementation
- C. Creativity and Innovation
- D. Cost
- E. Diversity Opportunity Plan

3.3 Evaluation Process, Evaluation Factors (Questions) 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) whose proposal represents the best overall value as determined by an evaluation of the best technical score (a combination of qualifications and experience) and price/costs. Evaluations are based upon the evaluation factors and weights specifically established within this RFP.

Respondent(s) must provide all information outlined in the Evaluation Factors (as defined below) for the Respondent's proposal to be considered responsive. The quality of answers rather than length of responses to this RFP is important.

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 will negotiate with the Respondent(s) who fall within the competitive range. If required,

**Request for Proposals #2021-0026
Sustainability Consulting Services**

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. AH reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range.

Once negotiations are complete, AH shall establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent’s immediate previous offer shall be construed as its best and final offer. The best and final offers shall be evaluated in essentially the same manner as the initial offers unless otherwise specified. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered are the most advantageous to AH.

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

Evaluation Factor (Question)	Items	Submitted Yes / No	Points
A	Team Expertise / Firm Experience	Required	45 Points
B	Scope and Implementation	Required	45 Points
C	Creativity and Innovation	Required	5 Points
D	Cost	Required	EVALUATED NOT SCORED
E	Diversity Opportunity Plan	Required	5 Points
	Maximum Point Value		100 Points

The establishment, application and interpretation of the above Evaluation Factors (Questions) 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.

EVALUATION FACTORS (QUESTIONS) DESCRIPTIONS

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

Evaluation Question A

Team Expertise 45 Points

The selected firm or individuals will show a strong track record in the development and implementation of programs at scale, expertise in green development and operations, have broad networks in the sustainable climate sector, and exhibit innovative thinking and leadership in the field. It is expected that the consultant will work very closely with existing expertise within Atlanta Housing. The timeframe for delivery of the research, recommendations and a draft plan is June 2021.

- Respondent shall provide detailed narrative of the proposed team’s experience in the areas of climate policies and practices, finance and engagement of other governmental and/or quasi-

**Request for Proposals #2021-0026
Sustainability Consulting Services**

governmental agencies. **Include an organizational chart identifying the names, job titles, specifications of task responsibilities and participation levels of staff that will be assigned to the resulting contract. Include specialties and/or certifications. Resumes must also be included for those staff persons along with any other relevant information.**

- Provide a minimum of three (3) current and/or former (for the purpose of this sub-factor, “former,” is defined as within the past three years) clients to whom your firm has provided these services, and include the client names, points of contact, telephone numbers, and e-mail addresses. Please note that AH cannot be used as a reference; all references must be provided for companies other than AH. Points will not be given for any firm providing AH as a reference.

Evaluation Question B

Scope and Implementation 45 Points

Respondent must provide a clear, detailed narrative of the methodology and/or approach for meeting the work requirements of this scope of work as well as expected outcomes (strategies and responses may differ by phase and deliverable). Please describe how the Respondent anticipates collaborating and coordinating between the Respondent team members and AH.

Evaluation Question C

Creativity and Innovation 5 Points

For this question, Respondent must provide narrative on opportunities to bring new tools, new funding and new partners to AH’s program. Please note any past experience and familiarity with innovative solutions, particularly working with public housing authorities or similar entities.

Evaluation Question D

Cost StructureEvaluated NOT SCORED

Respondents shall provide a detailed breakdown by Task with a subset of the hourly rates and number hours required to complete each task:

- Task 1 – Data Collection and Benchmarking (Please, separate the costs for each benchmark or data collection activity.)
- Task 2 - Financial Feasibility Model
- Task 3 – Three-Year Sustainability Plan

Additionally, provide a schedule of fully burdened hourly rates for all personnel and reimbursable expenses related to sustainability consulting services. AH will not consider other fees not outlined that are not outlined in your firms’ quote submission at a later date.

Please provide a cost for each task, including all indirect costs, overhead and admin, and an estimated timeframe for the deliverable, and proposed payment structure.

Evaluation Question E

Diversity Opportunity Plan.....5 Points

AH shall, to the greatest extent feasible, make every effort to ensure that small businesses, minority owned and women-owned businesses, and labor surplus area businesses, and other individuals or firms

Request for Proposals #2021-0026
Sustainability Consulting Services

located in or owned in substantial part by persons residing in the area of AH-owned communities are used when possible in AH’s contracting opportunities.

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

MAXIMUM TOTAL POSSIBLE POINTS.....100

3.4 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 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 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.

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

Request for Proposals #2021-0026 Sustainability Consulting Services

other than to the lowest Respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Proposals that are considered nonresponsive will not receive consideration. 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.

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

Request for Proposals #2021-0026

Sustainability Consulting Services

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.

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

Accordingly, businesses intending to respond to this RFP shall be a certified MBE/WBE/SBE or agree to expend no less than 35% of the total contract price, inclusive of all modifications and amendments through work with certified MBEs and WBEs. AH business partners that are certified not-for-profit/non-profit entities shall agree to expand not less than 20% of their contract value via MBE/WBE/SBE.

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

Request for Proposals #2021-0026 Sustainability Consulting Services

this transaction by a Federal department or agency. All Respondents are required to submit a Disclosure Statement if this is not the case.

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:

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)

Request for Proposals #2021-0026
Sustainability Consulting Services

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 Director, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.

Certificate(s) of Insurance shall be provided to 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.

Request for Proposals #2021-0026 Sustainability Consulting Services

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.

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 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

Request for Proposals #2021-0026

Sustainability Consulting Services

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.

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

Request for Proposals #2021-0026 Sustainability Consulting Services

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 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

Request for Proposals #2021-0026 Sustainability Consulting Services

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.

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.

Request for Proposals #2021-0026 Sustainability Consulting Services

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 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:

Request for Proposals #2021-0026 Sustainability Consulting Services

- 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.

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.

Request for Proposals #2021-0026 Sustainability Consulting Services

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.

4.24 Required AH Vendor 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) 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.

Request for Proposals #2021-0026
Sustainability Consulting Services

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.

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 Respondent'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 Respondent'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).

Attachment 1 - AH's Portfolio and Sample Data List

AHA-Owned, Managed and Sponsored Communities

Definitions:

- PH = Public Housing (ACC-assisted) units
- HomeFlex = AHA's MTW-Approved Project Based Rental Assistance program units
- LIHTC = Low-Income Housing Tax Credit units. Most PH and HomeFlex-assisted units in mixed-income, mixed-finance communities are developed using low income tax credit equity and are also tax credit units. For reporting purposes, these units are categorized as PH or HomeFlex units (not as LIHTC-only units).
- MIXED = AHA-Sponsored, mixed-use, mixed-income communities

AHA-Owned Communities

AHA's public housing residential communities serving mostly seniors and disabled adults (9 high-rises) and families (2 communities). Units are under Section 9 Annual Contributions Contracts (ACC).

These communities are candidates for demolition, disposition, subsidy reformulation, and/or other repositioning activities.

#	Community	Property Type	Type of Assistance	
			PH	HomeFlex
1	Barge Road Highrise	Senior/Disabled	X	
2	Cheshire Bridge Road Highrise	Senior/Disabled	X	
3	Cosby Spear Highrise	Senior/Disabled	X	
4	East Lake Highrise ⁽¹⁾	Senior/Disabled	X	
5	Georgia Avenue Highrise	Senior/Disabled	X	
6	Hightower Manor Highrise	Senior/Disabled	X	
7	Marian Road Highrise	Senior/Disabled	X	
8	Marietta Road Highrise	Senior/Disabled	X	
9	Peachtree Road Highrise	Senior/Disabled	X	
10	Martin Street Plaza	Family	X	
11	Westminster	Family	X	

⁽¹⁾ All communities are located in Fulton County, except East Lake Highrise which is located in DeKalb County.

AHA-Owned, Managed and Sponsored Communities

MIXED Communities

AHA's real estate development program facilitates, by private real estate developers, the creation of market-rate quality mixed-use, mixed-income communities associated with the sites of former public housing projects. Portions of the sites have been disposed of to new owner entities to facilitate the development of the rental phases below. Development of the rental phases is funded through conventional debt, HUD funds, and Low Income Housing Tax Credits (LIHTC).

#	Community	Former Public Housing Community	Type of Assistance		
			PH	HomeFlex	LIHTC
1	Ashley Auburn Pointe I	Grady Homes	X	X	X
2	Ashley Auburn Pointe II	Grady Homes	X	X	
3	Ashley CollegeTown I	Harris Homes	X		X
4	Ashley CollegeTown II	Harris Homes	X	X	X
5	Ashley Courts at Cascade I	Kimberly Courts	X	X	X
6	Ashley Courts at Cascade II	Kimberly Courts	X	X	X
7	Ashley Courts at Cascade III	Kimberly Courts	X	X	X
8	Ashley Terrace at West End	Kimberly Courts	X		X
9	Atrium at CollegeTown	Harris Homes	X	X	
10	Capitol Gateway I	Capitol Homes	X	X	X
11	Capitol Gateway II	Capitol Homes	X	X	X
12	Centennial Place I	Techwood/Clark Howell Homes		X	X
13	Centennial Place II	Techwood/Clark Howell Homes		X	X
14	Centennial Place III	Techwood/Clark Howell Homes		X	X
15	Centennial Place IV	Techwood/Clark Howell Homes		X	X
16	Columbia Commons	East Lake	X	X	X
17	Columbia Creste at West Highlands	Perry Homes	X		X
18	Columbia Estates at West Highlands	Perry Homes	X		X
19	Columbia Grove at West Highlands	Perry Homes	X		X
20	Columbia Heritage	Perry Homes		X	
21	Columbia High Point Senior	Carver Homes		X	
22	Columbia Mechanicsville Apartments	McDaniel Glenn	X	X	X
23	Columbia Park Citi at West Highlands	Perry Homes	X		X
24	Columbia Senior Residences at Mechanicsville	McDaniel Glenn	X	X	X

AHA-Owned, Managed and Sponsored Communities

MIXED Communities

#	Community	Former Public Housing Community	Type of Assistance		
			PH	HomeFlex	LIHTC
25	Columbia Senior Residences at MLK	Capitol Homes		X	
26	Columbia Tower at MLK Village	Capitol Homes		X	
27	Columbia Village ⁽¹⁾	East Lake	X		X
28	The Gardens at CollegeTown	Harris Homes	X		
29	Juniper and Tenth Highrise ⁽²⁾	N/A		X	
30	Magnolia Park I	John Eagan Homes	X		X
31	Magnolia Park II	John Eagan Homes	X		X
32	Mechanicsville Crossing	McDaniel Glenn	X	X	
33	Mechanicsville Station	McDaniel Glenn	X	X	
34	Oasis at Scholars Landing	University Homes		X	
35	Parkside at Mechanicsville	McDaniel Glenn	X	X	X
36	Piedmont Road Highrise ⁽²⁾	N/A		X	
37	Veranda at Auburn Pointe	Grady Homes	X	X	
38	Veranda at Auburn Pointe II	Grady Homes		X	
39	Veranda at Auburn Pointe III	Grady Homes		X	
40	Veranda at Carver	Carver Homes		X	
41	Veranda at CollegeTown	Harris Homes		X	
42	Veranda at Scholars Landing	University Homes		X	
43	Village at Castleberry Hill I	John Hope Homes	X		X
44	Village at Castleberry Hill II	John Hope Homes	X		X
45	Villages at Carver I	Carver Homes	X		X
46	Villages at Carver II	Carver Homes	X		X
47	Villages at Carver III	Carver Homes	X		X
48	Villages at Carver V	Carver Homes	X		X
49	Villages of East Lake I ⁽¹⁾	East Lake	X		
50	Villages of East Lake II ⁽¹⁾	East Lake	X		

⁽¹⁾ All communities are located in Fulton County, except Columbia Village and Villages of East Lake I and II, which are located in DeKalb County.

⁽²⁾ Under the Rental Assistance Demonstration (RAD) Program, the operating subsidy for all public housing units were converted to HomeFlex (AHA's Project Based Rental Assistance program) in FY 2017 and FY 2018.

Note: The former public housing communities Grady Homes, Carver Homes, Capitol Homes, Harris Homes, McDaniel Glenn, Perry Homes, University Homes, and Techwood/Clark Howell Homes are all in an active redevelopment process, which includes one or more of the following phases: master planning, resident relocation, demolition, disposition, construction, lease-up, and/or subsidy reformulation.

AHA-Owned, Managed and Sponsored Communities

HomeFlex Communities

Using the flexibility under its MTW Agreement, AHA has designed its own Project Based Rental Assistance program now called "HomeFlex." The program leverages and/or incents development by local Atlanta private real estate developers and Owner Entities to create additional mixed-income developments and supportive housing opportunities. AHA contracts with them for up to 15 years to provide rental assistance that guarantees the availability of affordable units to low-income families for the life of the agreement. Development funding may consist of conventional debt, HUD funds, and Low Income Housing Tax Credits (LIHTC).

#	Community	Type of Assistance		
		PH	HomeFlex	LIHTC
1	Adamsville Green		X	
2	Arcadia at Parkway Village		X	X
3	Ashton Browns Mill		X	
4	Auburn Glenn		X	X
5	Avalon Park Family		X	X
6	Avalon Park Senior		X	
7	Avalon Ridge		X	X
8	Campbell Stone		X	X
9	Columbia at Sylvan Hills		X	X
10	Columbia Colony Senior		X	X
11	Columbia Senior Residences at Blackshear		X	
12	Columbia Senior Residences at Edgewood ⁽¹⁾		X	
13	Columbia South River Gardens		X	X
14	Commons at Imperial Hotel		X	
15	Constitution Avenue Apartments		X	X
16	Crogman School Apartments		X	X
17	Donnelly Courts / First Step Housing		X	
18	Gateway at East Point		X	
19	GE Towers		X	X
20	Heritage Green		X	X
21	Heritage Station I		X	X
22	Heritage Station II		X	

AHA-Owned, Managed and Sponsored Communities

HomeFlex Communities

#	Community	Type of Assistance		
		PH	HomeFlex	LIHTC
23	Highbury Terraces		X	
24	Lakewood Christian Manor		X	X
25	Legacy at Walton Lakes		X	X
26	Lillie R. Campbell House		X	
27	Manor at Scott's Crossing		X	
28	Martin House at Adamsville Place		X	
29	Odyssey Villas		X	
30	O'Hern House		X	
31	Park Commons (Housing for Older Persons)		X	X
32	Park Commons (Housing for Seniors)		X	X
33	Pavilion Place		X	X
34	Peaks at MLK		X	X
35	Phoenix House		X	X
43	Veranda at Groveway		X	
44	Villas of H.O.P.E.		X	
45	Welcome House		X	X
46	Woodbridge at Parkway Village		X	

⁽¹⁾ All communities are located in Fulton County, except Columbia Senior Residences at Edgewood, Retreat at Edgewood and Summit Trail, which are located in DeKalb County.