



Request for Proposals

#2022-0018

Banking & Related Services

August 25, 2021

Albert Murillo
Senior Vice President, Contracts and Procurement

PART 1 – GENERAL INFORMATION

1.1 The Housing Authority of the City of Atlanta, Georgia

The Housing Authority of the City of Atlanta, Georgia (“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 nearly 22,000 low-income households comprised of approximately 50,000 people. 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.

AH 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

It is the intention of The Housing Authority of the City of Atlanta, Georgia (“AH”) to enter into a contract with one (1) Federal Deposit Insurance Corporation (“FDIC”) insured bank to provide, at a minimum, banking, depository and treasury management services to include demand deposit checking accounts, investment sweep for checking/deposit accounts, electronic funds transfers (ACH, Wires) and payroll direct deposit services, overdraft protection, banking supplies, positive pay and other security services, as well as disaster recovery services.

Please Note: Respondents are responsible for reading this Request for Proposals and all exhibits (“RFP”), in its entirety, as updates and revisions have been added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions and requirements as set forth.

1.3 Schedule of Events

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

EVENTS	DATE AND/OR TIME
RFP Posted on AH's website	Wednesday, August 25, 2021
Deadline for Questions and/or Comments	Tuesday, August 31, 2021 by 12:00 P.M. EST
Proposal Due Date and Time	Monday, September 27, 2021 at 5:00 P.M. EST

AH reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, AH will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. Addenda to this RFP will only be issued and posted on AH's website.

1.4 Communications

In order to maintain a fair and impartial competitive process, AH and any outside consultants assisting AH with this solicitation, shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any AH staff and/or outside consultants assisting AH with this solicitation except:

- through the RFP Point of Contact named below;
- as otherwise specified in this RFP; and / or
- as provided by existing work agreement(s) (if any).

Prohibited communication includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. AH reserves the right to reject the proposal of any Respondent violating this provision.

- A. Questions must be submitted 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 from **Wednesday, August 25, 2021 EST through, Tuesday, August 31, 2021.**
- 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

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Purchasing Analyst
The Housing Authority of the City of Atlanta,
Georgia
Contracts & Procurement Department
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PART 2 – SCOPE OF WORK

2.1 Scope of Work and Specific Requirements

The Housing Authority of the City of Atlanta, Georgia (“AH”) intends to enter into a contract with one (1) Federal Deposit Insurance Corporation (“FDIC”) insured bank to provide, at a minimum:

- Government banking, online depository and treasury management services to include demand deposit corporate checking accounts, investment sweep for checking/deposit accounts, electronic funds transfers (ACH), checks, wires, overdraft protection, banking equipment and supplies, card services, fraud and safe transmission services for both positive pay & National Automated Clearing House Association (“NACHA”) files as well as other security services, to include disaster recovery.
- Electronic banking services to accommodate AH’s electronic communications to include file transmission requirements necessary to extract, transfer and load data for processing and reporting on a variety of banking services and provide or develop an interface with AH’s Enterprise Resource Planning/accounting software for the purpose of automated exchange of banking data.
- The bank must have the capability to accommodate electronic payment and deposit services for payment settlement solutions in connection with investment transactions, the U.S. Housing and Urban Development (“HUD”) direct deposits to AH, and to provide desktop deposit and mobile accessibility with image capabilities to include online services to view deposited checks, money orders and other receipts/transactions.
- The bank must be able to provide a full range of commercial card services (credit/purchasing cards) as required by AH.
- Consolidated E-Payable’s service options to include electronic payables, single file transfers for both checks and EFTs, direct check printing capabilities and electronic remittance solutions.
- Self-service tools for vendor maintenance as it relates to personal and corporate banking with added protection from data breaches and liability risks.
- Direct Bank Administration Institution (BAI) Interface functionality for intraday and previous day transactions.

A. INTRODUCTION

The Housing Authority of the City of Atlanta, Georgia (AH), is the largest housing authority in Georgia and one of the largest in the nation. AH provides and facilitates affordable housing resources for nearly 22,000 low-income households comprised of approximately 50,000 people.

AH maintains contractual arrangements with Housing and Urban Development (HUD) to manage and operate its public housing programs and administers a Housing Choice Voucher Program that includes both property based and tenant based vouchers. AH programs are funded by HUD Operating and Capital programs, along with development grants, rental income and other income. Using the funding and regulatory flexibility under AH's Moving to Work (MTW) Agreement and MTW funds, AH and its private sector development partners have (a) created and developed 15 new amenity-rich, mixed-use, mixed-income communities; (b) modernized and preserved 14 existing affordable housing properties in the AH portfolio; (c) leveraged over \$500 million of HUD HOPE VI and Choice Neighborhoods program funds, HUD development funds and other public housing development funds resulting in over \$3 billion of economic investment; and (d) developed and restored over 1,000 acres of AH-owned land in the City of Atlanta.

AH owns and operates nine (9) public housing-assisted developments – seven (7) which serve elderly and disabled persons and two (2) small public housing assisted-family developments. AH owns a number of other parcels of real estate which it holds for investment or future development. AH also administers a variety of homeownership programs, including homeownership counseling, down payment assistance and mortgage payment assistance.

In addition to owning and operating public housing communities, AH also has agreements with owner-entities of mixed-income, mixed-finance properties, as well as other private property owners, to lease units to qualified low-income renters. Tenants pay a portion of their income toward the rent, with AH contributing the remainder. AH currently has agreements for over 115 properties.

AH also operates a HUD-funded Housing Choice Tenant-Based Voucher Program which allows eligible participants to enter into individual rental agreements with landlords and AH. Participants pay a portion of their income toward the rent, with AH contributing the remainder. AH currently has agreements with over 11,000 participants.

Banking Qualifications:

To be considered for selection, financial institutions must meet the following minimum qualifications:

- Authority to offer banking services and must hold a charter from either the United States Government or the State of Georgia;
- Access to the Federal Reserve System and must be a member of (or have access to) the Federal Reserve System with access to all Federal Reserve System Services;

- Bank must be in compliance with all applicable laws, rules, regulations, and ordinances of the State of Georgia and the United States Public Deposit Protection Act;
- Bank must be a Georgia State qualified depository for public funds and must be in compliance with all applicable regulations; and
- Bank must be insured by Federal Deposit Insurance Corporation.

B. OVERVIEW OF REQUIRED SERVICES

Accounts

AH maintains 23 depository bank accounts, four (4) of which are “high activity” accounts with significant monthly activity.

Average Monthly Balance-Combined Balance of Government Advantage Checking accounts	\$11,223.352
HUD Funding Received primarily in two accounts:	
Section 8 (Housing Choice Voucher) Funding	\$17,077,496
Section 8 (Housing Choice Voucher) Funding-Additional Requests	\$3,500,000
Low Income Housing Subsidy Funding	\$991,956
Number of Wires	29
Number of Account Transfers	6
Number of ACH Payments	5291
Number of Checks	143

AH maintains six (6) investment accounts.

Average Monthly Balance-Combined Balance of Investment Accounts	\$128,571,212.51
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****All figures are average monthly amounts.***

Account balances must be fully collateralized at all times with specific and identifiable U.S. Government or Agency securities. The Collateral must be owned by the bank and should be in the possession of an independent custodian, which will hold the securities on behalf of AH as a bailee (evidenced by a safekeeping receipt and a written bailment for hire contract). An interest in a securities pool or fund will not satisfy this requirement.

C. REQUIRED SERVICES

The Respondent, at a minimum, will be required to provide the following services as it pertains to each service category:

Demand Account Services	The bank must have an operation center or correspondent bank in Georgia; must be a member of the Federal Reserve System; and meet all government codes pertaining to depository requirements.
Zero Balance Accounts (ZBA)	The bank must accommodate zero balance accounts. If a zero-balance account approach is chosen, AH's deposit accounts would fund the ZBA as necessary daily.
Daily Account Statements	The bank account transaction and balance information must be made available electronically during business hours for all AH accounts daily through a secure internet connection.
Monthly Account Statements	Bank must provide within ten working days after the last calendar day of the month, account statements, account analysis statements, and return cleared items for all AH accounts.
Positive Pay	The bank must offer same day Positive Pay for outgoing checks.
ACH Services	The bank must offer Automated Clearinghouse Services (ACH) services, including Direct Deposit, Consumer Debits and Check Conversion features. The bank's ACH services must also include Settlement, Processing and Security Options
Other Electronic Payments and Transfers	The bank must also have the capability to accommodate a wide range of other electronic payments, money transfers and wire transactions for the transfer to and from AH accounts. The bank must also enable AH to perform certain transactions on a "self-service" basis through a personal computer with appropriate interface.
On-line Banking	The bank must offer a top-tier on-line banking portal to include a full range of transaction processing, reporting, state-of-the-art fraud prevention, self-administration and notifications.
Federal and State Tax Payments	AH participates in the Federal Electronic Funds Transfer Payment System. The bank must enable AH to continue in this program and provide next day services.
HUD Deposit Capability	The bank must have the capability to accommodate electronic payment and deposit services in connection with investment transactions and HUD direct deposits to the Authority.
ERP Interface	The bank must provide or develop an interface with our ERP/ accounting software for the purpose of

	automated transmission of banking data to include a daily process of clearing all payments once transactions (checks and efts) are processed.
Corporate Purchasing/Credit Cards	The bank must offer AH a corporate purchasing or corporate credit card that enables the company to allow its employees to make purchases on its behalf. This card should have the feature of limiting purchases on these cards by commodity codes.
Daylight Overdraft and Line of Credit	The bank must provide an agreed upon level of Daylight Overdraft Protection and an Overdraft Line of Credit or similar facility, subject to credit review by the bank.
Processing of Returned Items	The bank must have an efficient process for the return of un-honored items due to insufficient funds. Items should be forwarded on a daily basis.
Disaster Recovery	AH requires that the bank maintain a disaster recovery plan.
Supply Services	The bank must provide standard banking documents and services not specifically referenced in this RFP to AH at no cost, including, but not limited to manual checks, deposit slips, deposit bags, and cashier checks.
Treasury Management	The bank must provide a wide range of treasury management services.

Additional Required Detailed Capabilities:

In addition to the required services outlined above, the bank must be able to:

- Provide on-line computer balance reporting with information updated daily with all collected, available and closing balances; the report should outline details of debits and credits posted to the account for the previous day by 7:00 A.M. each business day;
- Provide on-line reporting that shows current day ACH debits and credits by 7:00 A.M. each business day;
- Provide on-line stop payment inquiry
- Automatic Confirmation & Notification functionality for checks, electronic and wired payments;
- Scheduled & customized reporting;
- Provide individual and consolidated monthly account analysis for all accounts by the 10th day of the following month;
- Provide on-line electronic check image retrieval (with all software requirements required for use);
- Provide a mechanism or system for inquiries relating to cancelled checks and stop payments;

- Provide reporting on deposit by location via and auxiliary MICR field or other electronic means;
- Provide reporting on deposit by location via and auxiliary MICR field or other electronic means;
- Automatic Account Reconciliation;
- Provide repository access to transactional data and images beyond contract expiration for a period of no less than seven (7) years; and
- Provide wellness and financial health programs for government and business employees.

D. Optional Services

AH is seeking to partner with an innovative bank that will propose creative and enhanced strategies to optimize its resources and integrates AH's strategies. To that end, the Respondent may envision additional services that will aid AH in achieving this goal. In addition to the requirements listed above, the proposal shall identify optional services provided by your bank and the associated fees for those services. AH may wish to consider these optional services based on the availability and the associated costs. The Respondent may request additional information from AH to assist in providing a comprehensive proposal.

The bank should be able to provide the following preferred (not mandatory) services:

- End-to-end electronic payables, including payer support services, automated remittance delivery, check printing and extensive security features;
- Merchant card services for receivables and incoming deposits;
- Payroll direct deposit services;
- Prepaid debit and gift cards services;
- A full range of investment services to include investment products; and
- Custody and a full range of investment services, including sweep of checking/demand deposit accounts.
- Investment and Fiduciary Services for each of its Deferred Compensation and Defined Contribution Plans to support the Retirement Fiduciary Committee ("RFC") (see paragraph below for detailed explanation) in fulfilling its fiduciary responsibilities, which are comprised primarily of the following tasks:
 - a. Develop appropriate investment strategies;
 - b. Select investments that fit within the investment strategies;
 - c. Monitor performance relative to the appropriate benchmarks that are established and assist in replacing investments when appropriate
 - d. Quarterly presentation of plans financial performance to RFC;
 - e. Support the RFC in its fiduciary governance role such as training as to fiduciary responsibility, etc.;
 - f. Administrative duties in support of the Committee quarterly meetings, usually held at AH corporate office, including preparation of agenda and minutes of meeting; and
 - g. Other tasks as requested by the RFC.

AH's Retirement Fiduciary Committee:

AH's Retirement Fiduciary Committee, comprised of AH's senior management team members, has the responsibility for the fiduciary governance of the Plans which are primarily comprised of establishing and maintaining investment policies, selecting and monitoring investment and service providers, making non-material amendments to the plans and reporting to the AH's President and CEO and the RFC. The RFC meets quarterly. For detailed information on AH's history, and status as one of the 30 Moving to Work (MTW) agencies, please visit us at the following website: www.atlantahousing.org.

Background on Deferred Compensation and Defined Contribution Plans

Description:

The Deferred Compensation Plan was created in February 1, 2008 in accordance with IRC Section 457 (the 457 Plan). The 457 Plan is available to all full-time eligible employees and allows participants to defer a portion of their salary. Employee contributions of \$1,577,504 were made to the 457 Plan for the fiscal year ended June 30, 2020. The total Plan's assets was approximately \$16.6 million at December 31, 2020 and invested in a variety of target date and other investment funds. At December 31, 2020 the Plan accounted over 270 participants. Effective February 1, 2008, AH's Board approved the creation of a Defined Contribution Plan under IRC Section 401(a) (the 401(a) Plan), for all eligible employees. The 401(a) Plan provides an employer-matching contribution on amounts that employees defer into the 457 Plan, equal to 100% of the first 2% deferred by the participant. Additional matching contributions are allowed based on the participant's years of service as well as position level. The employer contribution to the 401(a) Plan amounted to \$935,354 for the fiscal year ended June 30, 2020. Subject to a three year vesting period, amounts from this plan are available to participants at the time of termination, retirement, and death or emergency. As required by federal regulations, the funds are held in trust for the exclusive benefit of participants and their beneficiaries. The total Plan's assets was approximately \$12 million at December 31, 2020 and invested in a variety of target date and other investment funds. Under the Master Services Agreement, Principal Financial Group (formerly Wells Fargo Bank, N.A.) was appointed Trustee, Custodian and Record Keeper of both plans.

2.2 Contract Period (Initial and Option Terms)

The initial term of the contract will be two (2) years. The contract will include options for AH to extend the contract, at the sole discretion of AH, for four (4) terms of two years each, subject to AH and the successful Respondent negotiating fees and other terms that are mutually acceptable to the parties. If the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, AH may, with the written consent of the awarded Contractor, extend the contract for such period as may be necessary to permit AH's continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties.

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 Submission of Proposals

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. Experience
- B. Financial Strength
- C. Staffing and Qualifications
- D. Comprehensive Services
- E. Fee Proposal
- F. Commitment to Diversity

3.3 Evaluation Factors and Award

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

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

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
Experience	20
Financial Strength	25
Staffing & Qualifications	10
Comprehensive Services	25
Fee Proposal	15
Commitment to Diversity	5
TOTAL	100

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

Evaluation Factor Description

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

EVALUATION FACTOR A

Experience.....20 Points

In addressing the evaluation factor please include the following information:

1. Provide a summary of ownership and management of the bank also indicating how long

the bank has been in business. Be sure to describe any recent (within the past three years) or pending changes in management or ownership of the banking institution that may impact the proposal submission or resulting contract;

2. Describe your institution's customer service philosophy and provide meaningful examples to illustrate; and
3. Provide information on at least six (6) current and/or former clients ("former" is defined "within the past three years") for whom your firm currently provides or has provided services relevant to the specific Scope of Work in this RFP. Include Client's Name, Contact Person, Summary of Applicable Services Performed, Telephone Number, and E-Mail Address.

EVALUATION FACTOR B

Financial Strength.....25 Points

Provide a copy of the banking institution's two most recent audited financial statements and at a minimum, audited financial statements should include auditor's opinion, balance sheet, income statement, statement of changes in financial position and any notes to the financial statements. Discuss the bank's S.E.C. report, A.M. Best, CAMELS rating and/or Moody's credit rating and provide at least two credit ratings for the past three years. Please note any regulatory findings.

EVALUATION FACTOR C

Staffing and Qualifications.....10 Points

Based on the services being proposed, provide an organizational chart of the proposed team, identifying job titles, functional areas of responsibility, and assignments planned under this RFP. Discuss the qualifications of the key personnel (e.g. AH's Account Representative, Backup Account Representative Technical Support, and/or Customer Service Support) that would be assigned to AH's account; provide detailed résumés outlining qualifications identifying all professional qualifications, certifications, and prior work experience including the length of time the individual has worked in the banking services field.

EVALUATION FACTOR D

Comprehensive Services.....25 Points

In addressing the evaluation factor please include the following information and address each bullet point:

1. Describe your Balance Reporting systems and availability:
 - What hardware/software does the bank use to deliver balance and transaction detail information?

- What time is previous day information available for access by the customer?
- What are the hours of access of the balance reporting system?
- Does the bank provide current day information?
- How frequently is this information updated throughout the day?
- What transaction types are available on current day reports?
- Describe the level of detail provided in previous and current day reports?
- How many days of history can be accessed through the system?
- In what format is information available?
- Provide a sample printout of the daily on-line balance information.

2. Describe your ACH Services: What is the recommended service delivery method (direct origination or other)?

- What are the hardware/software requirements?
- What report options are available?
- What controls are in place to protect against lost files and duplications of transmissions?
- Does the bank provide automatic file receipt confirmations? If so, how and what's the turnaround time?
- Describe the role of any third-party processor used by the bank to provide this service?
- What are the hours of operation of the ACH team?
- What are the bank's cut-off times for customer initiation of ACH transactions?
- Describe the procedures used to verify accurate and secure receipt of transmissions.
- Does your bank offer fraud filter or anything similar? Explain the measures in place for fraud detection.
- Can the bank automatically redeposit items returned for insufficient or uncollected funds?
- How does the bank handle batch, and single item reversals and deletions?

3. Describe your Positive Pay: What is the required service delivery method (direct transmission or other) for the following:

- Hardware/software requirements
- Controls to protect against lost files and duplications of transmission
- Does the bank provide automatic file receipt confirmations? If so, how and what's the turnaround time?
- Describe the role of any third-party processor used by the bank to provide this service?
- What are the hours of operation of the Positive Pay team?

- What are the bank's cut-off times for customer initiation of Positive Pay transactions?
 - Are there dollar thresholds for batch processing? If so explain.
 - What is the process for notifying the bank of a single check outside of the regular batch file?
 - Does your bank offer payee verification? Explain the measures in place for fraud detection.
 - Is the positive pay service fully implemented at all bank branches?
 - How does the bank handle payee exceptions (paid not issued or unverified)?
 - Does the bank offer a daily listing of payee exceptions? Are emergency alerts delivered by the bank? If so, how?
 - Are there defaults available for each account to either automatically reject of pay on exceptions?
 - What is the timeline for AH to act on any exceptions?
 - Are images of exceptions available online?
 - What's the bank's retrieval process and retention policy for cleared check images?
4. Describe your Payment of Fees: Banking institutions need to provide information on the following:
- The effective rate and formula used to calculate the service charge credit for collected fund balances.
 - The proposed method for setting rates on a compensating certificate of deposit.
 - A time frame proposed to pay any additional fees not offset by service charge credit.
 - Whether a service charge credit/debit can be carried forward to the next period.
 - The formula for any fees in the event of an overdraft.
5. Describe what constitutes a daylight and overnight overdraft situation.
6. Describe your Errors and Adjustments process: Describe your adjustment process for resolving deposit discrepancies.
- At what dollar amount do you write off discrepancies?
 - Do you adjust the deposit amount or process an adjusting debit or credit? What's the bank's accountability, commitment level and time frame of resolution?
7. Describe how inquires requiring research and adjustments are handled by the bank.

- Are there established turn-around times for research and adjustment items? If yes, specify.
8. Describe NSF or returned items processing procedures, fees or other related services available. AH will require re-depositing 'NSF' or 'uncollected funds' returned items so that they may be presented a second time prior to being charged back.
 9. Describe your Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?
 - Does the bank offer dual approvals for transmission of funds through ACHs, checks and/or wires? If so, what does this process entail?
 - Describe the approval levels of authority and roles that may be associated with processing, inquiring and reporting available.
 - What liability and risk prevention measures are in place to safeguard accounts?
 - Does the bank have an escalation and/or loss prevention department? What are the hours of operation and what methods are available to reach them?
 - Please describe your signature card process in summary and is this an automated process?
 - Do you provide a self-portal for user accessibility, or would this be administered by the Bank personnel and/or AH's administrator?
 - Does the bank offer multi-factor user access authentication for protection?
 - Does the software offer the ability to manage security and access levels by user?
 10. Describe your Service Enhancements and Technical Advancements:
 - Highlight any enhancements, technological or otherwise, that we could consider to improve operational or cash management efficiencies
 - Provide information on how your institution plans to keep your product line competitive
 - Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer within a projected timeframe
 - What training does the bank provide?
 11. Discuss your use of the internet in providing services to Government, public entities/business customers. List five entities similar to AH that you currently do business with.
 12. Describe your institution's formal Disaster Recovery Plan and include the following:
 - Process for declaring a disaster or emergency and notification to AH

- How quickly will back-up facilities be activated?
- Business continuity plan during a State of Emergency

13. Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider.

- What is the average lead-time required for implementation, including account opening, interface configurations, software and equipment requirements, manual check book(s), deposit slip orders, and information reporting?

All responses to the questions listed above should be clear and detailed. Each numbered questions (and subsection bulleted points) may be addressed in a paragraph format as long as responses to every question are described.

EVALUATION FACTOR E

Fee Proposal15 Points

Firm(s) shall include comprehensive rates in a clearly marked **Exhibit A**. While your fees should be outlined in the format provided and should be consistent with the requirements of the RFP, AH encourages the Respondent to be creative in their response to this evaluation factor. **If you believe that there are other services offered by your bank not specifically outlined in this RFP, please list those services, the fees associated with those services and the benefits and/or cost saving that may be realized by utilizing these services.**

For the fee proposal associated with the optional Investment and Fiduciary Advisory Services, please provide a quote in the form of a fixed quarterly fee for as described in Section 2.1, Para. D. (see tasks a-g). If the Respondent’s pricing model differs from a fixed quarterly fee, please provide the pricing with an explanation of billing frequency along with a detailed outline of the fee structure.

Additionally, discuss and provide any alternate options that may create efficiencies, make improvements or take advantage of new, applicable technologies.

Each Respondent must submit an – *Fee Proposal* and any supplemental information to support the Fee Proposal.

EVALUATION FACTOR F

Commitment to Diversity..... 5 Points

This evaluation factor will be used to score Respondent's commitment to diversity. Respondent should indicate any past or current successes and/or proposed activities relating to Section 3 and MBE/WBE initiatives. Indicate any *creative* or *innovative* ideas or training opportunities your company can implement relating to Section 3. (See 24 C.F.R. 135 for more information on Section 3)

MAXIMUM TOTAL POSSIBLE POINTS.....100 POINTS

4.3 Evaluation and Award Process

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

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, 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 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 common date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate previous offer shall be construed as its best and final offer.

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

AH reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. AH may reject any or all offers if such action is in AH's interest, award contract other than to the lowest Respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

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.

4.4 Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with AH (if any), 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.

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.

PART 5 – MANDATORY SUBMITTALS

5.1 Mandatory Submittals

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

*MANDATORY SUBMITTALS
RESPONDENT DISCLOSURE CERTIFICATION
PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION
E-VERIFY AFFIDAVIT
CLEAN HANDS CERTIFICATION
ADDENDA ACKNOWLEDGEMENT FORM (if applicable)
DEBARMENT CERTIFICATION
FEE PROPOSAL

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

5.2 Principal Personnel Disclosure Statement Certification Form

AH requires that a notarized *Principal Personnel Disclosure Statement Certification* Form be submitted by each Respondent. Preparation of these documents is governed by the instructions identified on the Form. The following definitions apply when completing this Form:

- A. **Sole Proprietorships.** A sole proprietorship is a business owned by one (1) individual.
- B. **Partnerships.** A partnership exists when two (2) or more persons associate to conduct a business enterprise.
- C. **Limited Liability Companies.** A limited liability company is a legal entity created by state law.
- D. **Corporations.** A corporation is a legal entity created by state law. ***All officers and assistant officers shall be identified on the Principal Personnel Disclosure Statement Certification form.***
- E. If the organization is a business trust, joint stock Company, cooperative or an international organization, please contact the Contracts and Procurement department for further

instructions and guidance regarding completion of the ***Principal Personnel Disclosure Statement Certification*** Form.

5.3 Disclosure Statement

Prior to award, and while Respondent is conducting business with AH, Respondent is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide a full and complete disclosure, in writing, to the Vice President, Acquisition & Management Services. The Disclosure Statement must be presented on Respondent's letterhead, notarized and signed by the individual making the disclosure. The details to be included in the Disclosure Statement may be found on the bottom of the *Principal Personnel Disclosure Statement Certification* Form.

5.4 Certification Regarding Debarment

Respondent certifies by submission of its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. All Respondents are required to submit a Disclosure Statement if this is not the case.

5.5 Exceptions to the Contract Terms

Exceptions to the contract terms must be identified and submitted with the Respondent's proposal. AH will not accept proposed exceptions 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.

See Part 6 – Terms Sheet of this RFP for contract terms.

PART 6 – Term Sheet

6.1 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 Law Firm 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 Law Firms 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 Law Firms and subcontractors will only contract with other Law Firms 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 Law Firms and subcontractors, as required.

6.2 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.

6.3 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 Law Firms 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.

6.4 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 Law Firms, 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 Law Firms, 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.

6.5 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.

6.6 Respondents' Status

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

6.7 Funding Limitations

This procurement may be funded, in whole or in part, by grant funds provided by the U.S. Department of Housing and Urban Development ("HUD"). AH will not be bound to any contract if funding has been disallowed by HUD.

6.8 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.

6.9 Invoices

Invoices may be submitted on no more than a monthly basis. Payment will be made to Contractor within 30 calendar days of receipt of an invoice, so long as Contractor is in compliance with the material terms of the contract. AH may seek reimbursement for paid invoices if it later determines that the Services there under were not adequately performed.

6.10 Personnel

Contractor warrants that all persons assigned to perform Services under the contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by AH as specified by AH. All persons assigned to perform Services under the contract shall be qualified and have any professional licenses required to perform such Services. AH shall retain the right to demand and receive a change in personnel of Contractor or a subcontractor assigned to perform the scope of work if AH believes that such change is in the best interest of AH and the completion of the contracted work.

6.11 Contractor's Responsibilities

- a. Contractor and its agents will be held to be an independent contractor, and will not be an employee of AH.
- b. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Contractor, its subcontractors, and its and their principals, officers, employees, and agents. In performing such services, Contractor shall follow practices consistent with generally accepted professional and technical standards.
- c. Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- d. Before a contract is executed, Contractor must hold all necessary, applicable professional licenses required by the State of Georgia and all other regulatory agencies necessary to complete the Services. Contractor shall obtain, at Contractor's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. AH may require evidence of proper licensure.

6.12 Insurance

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

6.12.1 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
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 \$2,000,000 per claim and \$3,000,000 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.

6.12.2 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 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.
- 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.

6.13 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.

6.14 Compliance with Laws

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

- a. Contractor and its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders 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 agrees to include this HUD Section 3 clause in every subcontract subject to compliance with the Implementing Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Implementing Regulations. Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Implementing Regulations.
5. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is signed, and (2) with persons other than those to whom the Implementing Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Implementing Regulations.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

c. **Energy Efficiency**

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

d. **Clean Air and Clean Water**

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

e. **Equal Employment Opportunity**

Contractor, during the performance of the contract, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national

origin. Contractor shall comply with applicable federal and state non-discrimination and equal opportunity laws, rules, regulations and executive orders.

f. **Anti-Lobbying**

1. Contractor will not use federally- appropriated funds that have been paid or will be paid, by or on behalf of Contractor, for the purpose of influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. Contractor agrees to disclose any conflict as soon as such conflict becomes known or should have become known.
3. Contractor agrees to include the language of this subsection in the award documents for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and subcontractors shall acknowledge and disclose accordingly.

6.15 Termination for Convenience and Default

- a. AH may terminate the contract, in whole or in part, for AH's convenience by delivering to Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.
- b. Either Party may terminate the contract upon the material breach of the contract by the other Party, which breach is not cured within 30 calendar days following written notice thereof; provided, however, that if such breach is not susceptible to cure the non-breaching Party may terminate the contract immediately upon written notice thereof to the breaching Party. For avoidance of doubt, any materially false, deceptive, incorrect or incomplete statement, representation or certification by Contractor in connection with the contract or in the RFP process shall constitute a material breach that is not susceptible to cure by Contractor. Upon the termination of the contract by AH pursuant to this subsection, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.
- c. If the termination is for the convenience of AH, then AH shall be liable only for payment for Services rendered before the effective date of the termination. In arriving at the amount due Contractor for a termination for convenience, in no event shall the payment to Contractor exceed the aggregate price set forth in the contract and there

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

- d. If the termination is due to breach by Contractor, AH may (i) require Contractor to deliver to it, in the manner and to the extent directed by AH, any work as described in subparagraph (b) above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional cost incurred by AH; and (iii) withhold any payments to Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to AH by Contractor.
- e. If, after termination for breach by Contractor, it is determined that Contractor had not in fact breached the contract, the termination shall be deemed to have been effected for the convenience of AH, and Contractor shall be entitled to payment as described in subparagraph (c) above.
- f. Contractor agrees that upon termination of the contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the Services to AH or another contractor. Contractor shall provide full disclosure to AH and the third-party contractor about the equipment, software, or services required to perform the Services for AH.

6.16 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

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 Conflicts of Interest

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.

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

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 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.

SECTION 7 – FORM OF CONTRACT

7.1 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 Service Provider's proposal.

7.2 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).