



Request for Proposals #2022-0020

Off-Site Records Storage, Retrieval and Related 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 for Off-Site Records Storage, Retrieval and Related Services.

1.3 Contract Term

Contract Period (Initial and Option Terms)

The initial term of the contract will be one (1) year. The contract will include options for AH to extend the contract, at the sole discretion of AH, for four (4) terms of one year each. In the event that the contract, if any, resulting from the award of this RFP shall terminate, or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, AH may, with the written consent of the selected firm, extend the contract for such period of time as may be necessary to permit AH’s continued supply of the identified products and services. The contract may be amended in writing from time to time by mutual consent of the parties.

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Service Locations:

The services will be rendered primarily at the selected firm’s office location and on-site at AH’s Headquarters, 230 John Wesley Dobbs, NE, Atlanta, Georgia 30303.

1.4 Schedule of Events

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

EVENTS	DATE AND/OR TIME
RFP Released	Thursday, April 7, 2022
Deadline for Questions and/or Comments	Wednesday, April 20, 2022 by 3:00 P.M., EDT
Proposal Due Date and Time	Monday, May 9, 2022, 2022 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 **Thursday, April 7, 2022 and 3:00 P.M. EST, Wednesday, April 20, 2022.**
- B. Responses to these questions will be addressed in writing via the AH’s electronic procurement system. AH **will not** respond to requests for information after the date stated above. **It is the responsibility of the Respondent to monitor AH’s website for any addenda issued.** All Respondents are encouraged to frequently check AH’s website/portal for additional information.

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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 5 th Floor Atlanta, Georgia 30303-2421 Kiyunda.Smith@atlantahousing.org

PART 2 – SCOPE OF WORK

2.1 Scope of Work and Specific Requirements

AH desires to enter into a multiple year, fixed price contract with one or more qualified vendors to provide storage and retrieval and related services for the agency’s inactive and semi-active inactive records located at its headquarters and other property holdings in the metropolitan Atlanta area. "Inactive and semi-active records" are defined as those records to which AH no longer requires immediate access, but are not yet eligible for destruction because of administrative, fiscal, legal or historical requirements. The services will include transition services for the transfer of AH’s hardcopy and media records from their current storage facility, physical storage of such records, standard and expedited delivery, pickup and retrieval of such records (including scanning and electronic delivery), daily media rotations and destruction services.

A. RECORDS STORAGE AND FACILITY STANDARDS

AH estimates that the successful Respondent must be able to provide physical storage capacity for approximately 12000 boxes at the initiation of the contract, but such requirement will fluctuate during the contract term due to destruction activities or the storage of additional boxes. The successful Respondent shall accommodate AH’s storage requirements, at the rates offered, regardless of the number of boxes and documents actually stored at the vendor’s facility. The majority of the boxes currently stored are standard letter/legal file boxes (15”L x 12”W x 10”H). Option to have RFID labels should be included with proposal.

The vendor's storage facility shall be located in the Atlanta, Georgia metropolitan area and provide a level of protection consistent with industry standards. The storage facility shall be properly shelved, fully secured and equipped with motion, smoke and heat detectors/alarms to prevent loss from theft and fire. The facility must meet the NFT standards for records storage facilities. The storage facility cannot be located within a flood area, be prone to risk exposure from external hazards or contain hazardous materials.

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As it relates to media storage, the climate control equipment (vault) should not be turned off, or thermostat settings adjusted, during nights, weekends and holidays. The vendor must have a back-up power system in all facilities. The vault must maintain the following conditions:

- Temperature (max): 62-68 degrees
- Relative Humidity: 40% - 50%

Temperature and humidity conditions in the vault must be monitored weekly.

B. RECORDS RETRIEVAL SERVICES

The vendor shall deliver requested records to, or pickup requested records from, AH's headquarters, located at 230 John Wesley Dobbs Avenue, NE, or its other properties within the Atlanta metropolitan area. The vendor's standard delivery service hours shall be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding AH holidays. The deliveries shall be divided into service level categories similar to those described below:

- *Routine Service*: delivery of records to AH by the end of the business day following the date of request.
- *Same-day Service*: same day service if AH submits its request by a vendor-established time not earlier than 11:00 a.m.
- *Rush Service*: delivery of records to AH no later than 3 hours from the time of request. Rush retrieval and delivery pricing shall apply only if rush retrieval and delivery is specifically requested.

C. SCAN ON DEMAND SERVICES

On occasion, AH may request that individual files be retrieved from boxes and scanned and emailed on demand. The vendor shall deliver requested electronic records to AH within a 48 hour period in a PDF format.

The Vendor shall deliver the documents using AH's Sharefile service in order to adhere to AH's Information Security protocols.

D. TRANSITION SERVICES

At the commencement of the contract, the vendor must assume full responsibility for the transfer of all AH records stored at its current storage facility (Iron Mountain) to the vendor's facility. This responsibility includes new bar coding, labeling, data entry and inventory for the boxes to be stored at the vendor's facility at the beginning of the contract term. The vendor shall include in its proposal the process for acquiring the client's boxes from the current facility, a timeline for the transition process and all transition costs.

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Upon successful completion of the transfer, the vendor will supply to AH an inventory report of the boxes moved to the new storage facility weekly. The inventory report will list boxes by department account number and will specify the carton barcodes and number of boxes for each department account number.

E. DESTRUCTION SERVICES

The vendor must have the ability to accomplish, as needed, the certified destruction of records stored at the vendor's facility as well as the end-to-end transportation of records for destruction at the AH in the Record Shred Bins.

Shred Bins The vendor must provide a minimum of twenty, 65 gallon bins with locks, bi-weekly service and invoicing based on bins "tipped." Destruction materials provided by AH must not be left in vehicles outside of business hours. The vendor must provide a dated service receipt or written confirmation of bins tipped with appropriate signatures.

Box Destruction The certified box destruction shall be performed by any method guaranteed to render the inventory unreadable. The vendor must ensure that confidentiality of all destroyed records is maintained throughout the destruction process. No records shall be destroyed without written approval from authorized AH personnel. Records boxes destroyed must not appear on subsequent monthly invoices for storage.

F. PERMANENT REMOVAL SERVICES

During the term of the contract, and upon the expiration or earlier termination of the contract, the vendor must make all records available for release to AH during AH's normal business hours for permanent removal. "Permanent removal" refers to records that either are (1) removed from the vendor's facility and transferred to AH or another storage facility.

G. INVENTORY TRACKING AND REPORTING

The vendor shall maintain an accurate, bar-coded and computer-based inventory database of AH inventory. The computerized system must be web-enabled, provide secure internet access and be backed-up daily. The vendor's database shall provide the following information for each storage box:

- AH account # - including departmental account #'s;
- carton barcode information and history;
- type/size of container;
- Identify blueprint containers from standard boxes
- storage status;
- location;
- activity status;
- access information (who, when, how many times);
- carton descriptive data;
- disposal and retention information; and
- available user defined fields.

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The vendor’s system must provide, or enable the generation of, inventory and activity reports in Excel or PDF format.

INVOICING/PAYMENTS

The vendor shall provide only one detailed monthly invoice AH showing a line item for all departments’ storage and activity costs. The invoice will include a detailed line item list of all transactions for each department and a summary page listing totals for each department cost center. Please include with your proposal a sample invoice with multiple departmental accounts.

CURRENT AH DATA

Hardcopy Estimated Current Activity:

Avg. work orders per month:	12
Avg. # trips per month:	8
Avg. # rushes per month:	3
Avg. # cartons delivered/collected:	250
Avg. # new cartons per month:	50

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.

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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. Storage / Retrieval Services / Destruction Operations
- B. Staffing and Experience
- C. Customer Service
- D. Fee Proposal
- E. Commitment to Diversity

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, 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.

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

Evaluation Factor (Question)	Items	Points
A	Storage / Retrieval Services / Destruction Operations	45 Points
B	Staffing and Experience	20 Points
C	Customer Service	30 Points
D	Fee Proposal	Evaluated – Not Scored
E	Commitment to Diversity	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 Factor A (45 Points)

Storage / Retrieval Services / Destruction Operations

In response to Evaluation Question A, Respondents must address all the sections below. Please create one file containing all the responses to the sections and upload accordingly.

A. Hardcopy Facility & Storage

1. Is your facility(s) a stand-alone building?
2. How many facilities do you have in the Atlanta area?
3. Do you have multi-tenants in your facility(s)?
4. Are there other businesses located near your facility that could be potentially hazardous?
5. Is the facility(s) located in a non-flood prone area?
6. Does your facility(s) engage in other business functions such as moving and storage, public warehousing, etc.?
7. Is the facility(s) built as a fire-resistive building?
8. Is the construction concrete and/or steel?
9. Is the facility(s) composed of non-combustible materials?
10. What is the fire rating of the facility(s)?
11. Are there separate areas for staging inbound/outbound inventories and the destruction staging area?
12. Is the facility monitored 24 hours per day for fire, smoke, water, and burglary? Who is the alarm company?

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13. What type of fire detection system does the facility(s) have?
14. What type of fire suppression system does the facility(s) have?
15. Is the fire suppression system set-up by zones?
16. Are all areas of the facility to include offices, corridors, waiting areas, storage areas and loading docks protected by sprinklers?
17. When was your most recent fire inspection?
18. Does your fire alarm system have central station service or other automatic means of notifying the local fire department?
19. Do your buildings have manual fire alarm boxes
20. Are fire and alarm systems regularly inspected and tested?
21. Is the alarm system activated by line tampering or disruption
22. Are emergency fire procedures posted for employees?
23. Do you have a no-smoking policy?
24. Do you have a Disaster Recovery Plan for each of your facilities? Please provide a high-level view of this process.
25. Are all areas of the facility(s) equipped with portable fire extinguishers?
26. Do you have backup emergency procedures published for employee use and training?
27. Does the racking have in-rack sprinklers?
28. Are cartons on the top shelf of the racking at least 18" below the sprinkler heads?
29. What type of decking is utilized for cartons (i.e., wire, metal, plank, wood)?
30. Do the forklifts/pallet jacks use electric, propane or other type of power?
31. Does your facility(s) require authorized access?
32. Do you have a key/card control access procedure documenting employee possession of keys/codes/cards?
33. What is the procedure for customers/visitors/vendors visiting your facility?
34. Does the intrusion alarm system cover the entire facility (motion detectors, glass breaks, etc.)
35. Is access throughout the facility(s) restricted by area or level of authority?
36. Is the receiving area and loading dock area secured?
37. Do you conduct daily, weekly or monthly security audits?
38. Do you have a separate secured viewing room for customers?
39. Does the facility(s) have a backup power source?
40. How is after hour access to the facility(s) monitored?
41. Are your employees required to sign a confidentiality agreement?
42. Are overhead doors closed when not in use?
43. Do all overhead doors have security gates with locks?
44. Do you permit the overhead door to be opened if the security gate is locked?
45. How often is the data backed-up?
46. Do you use an off-site third party or hot site for data back-up/disaster recovery?
47. How often do you test your data recovery plan?

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48. What security measures are in place to protect your system and customer data?

B. Hardcopy Services

1. Describe in detail the firm's Inbound/Outbound Procedures
2. List the firm's Service Delivery Times,
3. Discuss the firm's Delivery/Transportation Services
4. Give a detailed description of the type of vehicles that will be used to transport AH records/files
5. Supplies available
6. What are normal operating business hours?
7. Describe after-hours operating services.
8. What type of racking is utilized for cartons?
9. Are cartons stored in location by types (standards, check, blueprint, etc. and cf size of each)?
10. Do you always have at least three (3) months storage space available in the record center?
11. Do you conduct "location" audits, and if so how frequently?
12. How are customer orders placed (web, phone, fax, email, etc.)?
13. What are the cut-off times to place an order?
14. What service levels do you offer, what are the time frames for service delivery and what are the maximum # of cartons allowed for each order?
 - a. Standard Service?
 - b. Same Day Service?
 - c. Rush
 - d. Emergency
 - e. After Hours
15. What is the retrieval process?
16. What safeguards are in place to ensure the correct carton is retrieved and delivered?
17. Do you offer "file" level retrievals?
18. What is the re-file process?
19. What is the time frame of when a carton is received until it is shelved?
20. How often are carton location audits completed?
21. What is the retrieval ratio of boxes found vs. not found?
22. What is your procedure on researching cartons not found?

C. Media Storage

1. Do you have available a "vault" for media storage? If yes, where is it located?
2. Is the facility(s) located in an area subject to flooding, wind damage, or a high potential for civil disobedience?
3. Does the "vault" share space with an area that has potential for fire, smoke, explosion, or chemical contamination?
4. What is the fire code rating of the walls, doors, ceilings and floor?
5. What type of fire suppression system is in the "vault" (sprinkler or a clean agent fire suppression system)?
6. Is the room equipped with portable fire extinguishers?
7. Are the air conditioning units separate from the main facility?
8. What type of racking is utilized in the vault?
9. Are the air ducts in the vault shared by other areas of the facility?
10. Is access limited to the "vault" area?

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11. Is it alarmed with fire, smoke and intrusion 24 hour per day?
12. Does the “vault” have its own security alarm zone?
13. Are emergency fire procedures posted for employees?
14. Is the “vault” temperature controlled?
15. Does the “vault” have humidity control?
16. What is the average temperature in the “vault”?
17. What is the average humidity level in the “vault”?
18. Does the floor of the “vault” have moisture detection devices?
19. Are items other than media stored in the “vault”?
20. Will the media be subject to temperatures and humidity levels higher or lower than the average “vault” environment during the retrieval and transportation processes?

D. Media Transportation Procedures

1. Are the transport vehicles able to maintain the environmental conditions of the “vault”?
2. Are vehicles secured at pick-up/delivery sites?
3. Do you have a vehicle preventive maintenance program?
4. Are vehicles and drivers equipped with two-way radio communications?
5. Do couriers wear uniform with ID badge?
6. Do all vehicles have a portable fire extinguisher?

E. Destruction Services

1. Provide an outline of your destruction (hardcopy) procedures.
2. Do you use the services of a third party Vendor in the destruction process? If yes, what role does the third party play?
3. What types of material do you destroy? (paper, recyclable material, CD’s, tapes, etc.)
4. Is there a monitoring process to ensure the shredded records are actually shredded and unreadable?
5. Do you accept “un-itemized” cartons for destruction? These are cartons that will come straight from the AH office with no barcode and go straight to destruction. What is your procedure for this?
6. What are your procedures for a records destruction hold?
7. How will you ensure records on hold are not destroyed until the hold has been lifted by AH?
8. How long after the work order is printed and the cartons are retrieved will the records actually be destroyed?
9. Can we physically view the shredding process?
10. What dimensions is the paper shredded to?
11. What happens to the paper after it has been shredded?
12. Do you have a security bin service?
13. Do you charge by "bins tipped" or by the quantity of bins in-site?
14. Are the bins "exchanged" (empty for full) and taken back to your facility or are the contents of the bins shredded on-site?
15. Do the contents of the bins stayed locked in the bins until they are shredded?
16. What sizes of destruction bins do you offer? List all available options and pricing associated with each.

F. Permanent Removal Services

1. Describe your Permanent Removal Process.
2. What types of reports are available?
3. Are reports accessible from the web?

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4. Is an "inventory review" room available to review our inventory at your site?
5. What is your procedure for customers viewing their inventory?

G. Electronic Systems

1. What software is utilized? Provide the key features of the software utilized.

H. Invoicing and Payments

1. What are the types of invoices and what information is contained in each type?
2. Do you accept electronic payments?
3. What are your invoicing and payment protocols?

I. Transition

1. What is your transition plan to assume control of the existing records inventory currently on hand at the present contractor's warehouse? Outline the procedures in detail.
2. Provide costs related to the transition
3. Project a timeline for transition of records
4. Discuss Account Management of the Process

Evaluation Factor B (20 Points)
Staffing and Experience

Provide information on the Firm's knowledge and experience in the off-site records storage environment. Please include:

1. Please list all principle contacts and their qualifications of those employees who would be responsible and participating in account management. Provide attach resumes.
2. Describe special training or certifications of principal contacts and/or employees, if applicable
3. Similar project experience
4. Are all applicants pre-screened?
5. Are all employees bonded?
6. If the facility(s) employees are part of an organized bargaining unit, are there procedures in place for continued operation in the event of a work stoppage or similar activity?
7. Is there an initial and on-going training program for those employees involved in records service?
8. Are employees (record center/customer service/office/drivers) provided company uniforms and ID badges?

Evaluation Factor C (30 Points)
Customer Service

Provide detailed information on the Firm's approach to customer service to include

1. Example of how exceptional customer service will be provided or has been provided on previous jobs
2. Account management
3. Issue escalation process

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4. References – provide at least four (4) current and/or former clients (“former” is defined “within the past three years”) for whom your firm currently provides or has provided the same or similar services. Please include Clients Name, Contact Person, Summary of Applicable Services Performed, Telephone Number and Email Address.

Evaluation Factor D (Evaluated not Scored; 0 Points Assigned)
Fee / Cost Proposal

Respondent(s) shall include rates utilizing the Fee Proposal identified in the Fee Proposal FOrM. Fees shall include all costs including but limited to labor, administrative expenses, travel expenses, equipment, materials, profit and overhead necessary to perform work under the terms and conditions of this solicitation.

Supplemental information supporting the Fee Proposal Form –OR- alternate fee structures may also be submitted; however, Respondents must provide sufficient detail about the structure of its compensation an alternate Fee Proposal in order for the evaluation team to determine the value of the overall costs of the proposal.

The Respondent must provide sufficient detail about the fee structure and all associated costs. Respondent shall identify its pricing for the Services identified in the proposal to include any licensing fees, permit costs, printing costs and any other reimbursable items that are the responsibility of the Respondent. AH will not consider or evaluate costs not submitted with the Respondent’s proposal.

Evaluation Question E (5 Points)
Diversity Opportunity Plan

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 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.

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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 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

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4.1 Compliance with E-Verify

In compliance with O.C.G.A. §§ 13-10-90 and 13-10-91, effective July 1, 2013, *before AH can consider* Respondent’s proposal for the services requested, Respondent must register and participate in the federal work authorization program operated by the United States Department of Homeland Security, commonly known as E-Verify, to verify employment eligibility information of newly hired employees and must continue to participate in E-Verify during the term of the contract. Such participation is evidenced by submitting to AH a signed affidavit in the form of the affidavit either provided by Georgia Department of Audits and Accounts or approved by AH (“E-Verify Affidavit”) – see **Prerequisites** – State of Georgia Contractor E-Verify Affidavit. The E-Verify Affidavit is Respondent’s certification that it has registered with, is authorized to use and uses the federal work authorization program.

Respondent further certifies that all tiers of contractors and subcontractors hired by Respondent to perform the services under the agreement are compliant with E-Verify; that Respondent will continue to use E-Verify throughout the term of the contract; that Respondent and all tiers of its contractors and subcontractors will only contract with other contractors and subcontractors who present an E-Verify Affidavit, or the appropriate documentation in lieu of the E-Verify Affidavit; and that Respondent will submit the appropriate affidavits and other documents to AH from it and all tiers of contractors and subcontractors, as required.

4.2 Licenses, Permits and Certifications

Before a contract pursuant to this RFP is executed, the apparent successful Respondent(s) must hold all necessary, applicable professional licenses required by the State of Georgia and all other regulatory agencies necessary to complete the Services. The Respondent shall obtain, at the Service Provider’s expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. AH may require any or all Respondents to submit evidence of proper licensure.

4.3 Atlanta Housing Opportunity Inclusion Policy (OIP)

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

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.

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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 expend 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 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

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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

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:

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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.

The following are additional requirements with respect to insurance coverage:

- i. **Additional Insured Endorsement:** Blanket additional insured coverage is required for Commercial General Liability, Automobile Liability and Cyber Liability, to include AH; its Commissioners; its officers, directors, employees, and volunteers; and any other party as may be required.
- ii. **Proof of insurance must be provided to AH prior to execution of this Agreement and prior to the start of any Option Terms, as applicable.** AH specifically reserves the right to require Contractor to provide certified copies of such policy or policies.
- iii. The insurance carrier must be licensed to transact business in the State of Georgia and must carry a current A.M. Best's rating of no less than A-.
- iv. Contractor agrees to notify AH in writing with 30 days' notice of any substantial change in such insurance coverage described herein to Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested. *Substantial change* includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.

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- 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.

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.

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.

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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 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

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

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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

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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.

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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. [do we own all products, financial models, benchmark frameworks, or any IP created by the contract?]

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.

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4.18 Conflicts of Interest

AH is contractually obligated to ensure compliance with this provision. Contractor agrees to notify AH if any of the following persons enter into an agreement with Contractor while such persons are in the roles listed below or within one year after termination of such roles and further certifies that Contractor is not:

- a) A member or officer of AH's Board of Commissioners or an *immediate family member of an officer of AH's Board of Commissioners. This prohibition does not include any present or former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, AH, or a business entity.
- b) Any AH employee who formulates policy or who influences decisions with respect to AH's projects, or any member of the employee's *immediate family, or the employee's partner.
- c) Any public official, member of the local governing body, or State or local legislator (including members of the City of Atlanta City Council, Fulton County Board of Commissioners, DeKalb County Board of Commissioners, or Georgia legislator), or any member of such individuals' *immediate family, who exercises functions or responsibilities with respect to AH's projects.
- d) A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam).

* *"Immediate family member"* means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

Contractor agrees to notify AH in writing if it has, during the course of the contract, any organizational conflict of interest, which is defined as a situation in which the nature of work under the contract and a Contractor's organizational, financial, contractual or other interests are such that award of the contract may result in an unfair competitive advantage or Contractor's objectivity in performing the Services may be impaired.

The terms of this section shall be included in all subcontracts entered into by Contractor in connection with the contract.

At all times while Contractor is conducting business with AH, it is required to disclose in writing, any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. If Contractor has a conflict of interest, it must provide a full and complete disclosure, in writing, to AH's Vice President, Acquisition & Management Services. The Disclosure Statement must be presented on Contractor's letterhead, notarized and signed by the individual making the disclosure.

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4.19 Prohibition against Gifts/Favors/Anything of Monetary Value

No AH employee can accept or solicit for themselves or for others, anything of value from Contractor or any person, corporation, or other entity doing business with or attempting to do business with AH. The term “anything of value” includes, but is not limited to, gifts, money, property, meals, favors, personal benefit, entertainment, loans, or promises. Contractor shall report any violation of this prohibition immediately to the Director, Contracts and Procurement, 230 John Wesley Dobbs Avenue, 5th Floor, Atlanta, Georgia 30303-2421.

4.20 Assignment

Contractor may not assign the contract or any part thereof, or assign any of the monies to be paid thereunder, or assign or delegate any of its rights, duties or obligations under the contract to any other party, whether by operation of law or otherwise, without the prior written consent of AH. In the event Contractor subcontracts the performance of any of the Services to a third party approved by AH in accordance with this section, Contractor and each subcontractor shall enter into a subcontracting agreement in such form as approved by AH in its sole discretion, which form shall include, without limitation, all required provisions set forth in the contract. Any purported assignment in violation of this section shall be null and void. In its sole discretion, AH reserves the right to refuse approval of any assignment. During the contract term, Contractor is obligated to notify AH if the name or corporate structure changes, including any merger, acquisition, sale, restructuring or other transaction that renders the legal entity name or federal employer identification number different. Contractor agrees to provide sufficient documentation to AH to document such change in the legal entity name or federal employer identification number.

4.21 Non-Exclusive Rights

The resulting contract is not exclusive. AH reserves the right to select other contractors to provide services similar to the Services described in the contract during the contract period.

4.22 Contract Modification

AH reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, and to make other changes and modifications consistent with AH’s policies and applicable local, State and Federal laws.

4.23 Governing Law

The contract will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflict of laws.

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

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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 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 Service Provider’s proposal.

5.2 Contract Terms and Conditions

The contract that AH expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Respondent and any subsequent revisions to the Respondent’s Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by AH, except that no objection or amendment by a Respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless AH has explicitly accepted the Service Provider’s objection or amendment in writing.

EXCEPTIONS OR OBJECTIONS TO THE PROPOSED CONTRACT TERMS MUST BE IDENTIFIED AND SUBMITTED WITH THE RESPONDENT’S PROPOSAL. AH WILL NOT ACCEPT PROPOSED EXCEPTIONS OR OBJECTIONS THAT CONFLICT WITH OR ATTEMPT TO PREEMPT MANDATORY REQUIREMENTS.

PRIOR TO AWARD, AND IF NECESSARY, THE APPARENT WINNING RESPONDENT MAY BE REQUIRED TO ENTER INTO DISCUSSIONS WITH AH TO RESOLVE ANY CONTRACTUAL DIFFERENCES BEFORE AN AWARD IS MADE. THESE DISCUSSIONS WILL BE FINALIZED AND ALL EXCEPTIONS RESOLVED WITHIN THE TIMEFRAME SPECIFIED BY AH AFTER NOTIFICATION OF POTENTIAL AWARD. FAILURE TO RESOLVE CONTRACTUAL DIFFERENCES WILL LEAD TO REJECTION OF THE RESPONDENT’S PROPOSAL.

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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).