

Request for Proposals (RFP)-2022-0146
Supportive Services for Residents at the Gardens at College Town
Scope of Work

GENERAL INFORMATION

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 26,000 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 submitting proposals (hereinafter referred to as "Respondents" or individually "Respondent") are encouraged to visit AH's website at www.atlantahousing.org.

Purpose

It is the intent of The Housing Authority of the City of Atlanta, Georgia (AH) to enter a contract with a qualified, professional service provider to establish a comprehensive case management and service coordination program for residents residing at the Gardens at College Town. The community is a 26-unit site currently housing 27 residents with developmental or mental health disabilities. Residents will be provided support that is primarily focused on client counseling and case management oversight to allow them to live more independent, healthy, and productive lives.

Preference will be given to the Respondent who can demonstrate leverage of other resources, including both public and private financial and in-kind resources to deliver a comprehensive program to Gardens at CollegeTown residents. The comprehensive services must focus on

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providing connection and utilization of mainstream, community-based services necessary to enable the residents to achieve personal life goals and maintain independence within the community.

Background

AH selected Harris Redevelopment, LLC (Developer) to redevelop the former Harris Homes public housing community which includes the Gardens at CollegeTown. The human services management program was originally designed to support disabled residents with a preference for mentally and developmentally disabled persons who were relocated from Harris Homes. AH has provided the resources to fund the supportive services. AH will follow the model set forth with the current service provider; provide funding for the onsite case management staff decreasing funding as the respondent identifies and then provides connection for mainstream, community-based resources to fund the supportive services. This decrease in funding is expected to occur within 24 months of execution of the resulting contract.

Scope of Work and Program Requirements

The successful Respondent must have a broad level of experience and expertise in providing comprehensive and cost efficient case management services to individuals with developmental or mental health disabilities. For the purpose of establishing program eligibility, HUD applies the following definition of a developmentally disabled person as one with a severe chronic disability that:

- Is attributed to a mental and/or physical impairment.
- Has manifested before age 22.
- Is likely to continue indefinitely.
- Results in substantial functional limitations in three or more of the following areas: capacity for independent living, self-care, receptive and expressive language; learning, mobility, self-direction, and economic self-sufficiency.
- Requires special interdisciplinary or generic care treatment, or other services which are of extended or lifelong duration and are individually planned or coordinated.

In response to this solicitation, the Respondent must describe its vision and approach to service delivery, including the following program design elements:

- Intake and Assessment – Respondent will conduct initial comprehensive assessments for each resident, provide written recommendations for on-going treatment, and provide comprehensive follow-up assessments and referral services for individual counseling.

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- Case Management and Individual Services Plans – Respondents will provide individualized, dedicated assistance to link residents to community resources to create individual service plans for each residents. The resident's individual service plans will include input from community service providers. Respondent will provide monthly monitoring of resident's individual service plans to ensure program compliance. Respondent will also leverage, develop and maintain partnerships with community-based and governmental agencies to ensure that seamless continuity of care is provided to the residents. AH's work/program requirements states that adults must maintain full-time employment or be engaged in a combination of school, job training, or part-time employment. It is applicable to all families across all AH programs, with the exception of the elderly and persons with disabilities. In lieu of AH's work/program requirements, supportive housing residents must remain in compliance with their individual service plans. The service provider will maintain a written record of the progress of each supportive housing resident in fulfilling their service plan goals.
- Independent Living Skills – Activities of daily living will be provided to residents to assist with self-care and personal grooming, scheduling non-medical appointments, encouraging residents with savings and timely payment of bills/debt, credit repair where appropriate, grocery shopping, planning of nutritious meals, and proper cleaning and maintenance of living accommodations.
- Employment Services – Respondent must provide financial literacy, work readiness training, career counseling, assistance with resume development, interviewing skills, help seeking and maintaining employment, and assistance with enrolling in educational or vocational training programs.
- Health and Wellness Services – Respondent must provide education and services designed to assist residents with healthy living, healthy eating habits, exercising, the importance of regular visits to their healthcare providers, and stress management.
- Collaboration with Property Management – Respondent will work the property management staff to ensure the staff are familiar with the supportive services goals, to engage new residents and increase resident participation, and to discuss lease violations with the goal of maintaining peace in the community and housing stability for residents. The Respondent will work with property management staff to maintain a waiting list of applicants in accordance with AH's Statement of Corporate Policies and the property's Management Plan. If the proposed supportive housing program includes a preference for homelessness, prospective residents must be identified through referrals from the Homelessness Continuum of Care for the City of Atlanta.

A. Program Outcomes & Data Reporting

The successful Respondent will establish a comprehensive case management and service coordination program that responds to the highest priority needs of residents at the Gardens at

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CollegeTown as measured by each resident's individual service plans and the program overall. The following measures are to be included:

- Increased participation in services and activities that will enable residents to achieve personal life goals and maintain independence in their community.
- Increased awareness, access to, and utilization of needed services (e.g. Medicaid/Medicare benefits, assistive devices, community support services).
- Demonstration of self-sustaining skills and self-sufficiency (e.g. taking medications as prescribed, ability to remain in an independent living situation (that lead to housing stability).
- Enhanced socialization learning and wellness opportunities.

AH will measure the progress of residents related to the outcomes stated above. As part of AH's contract administration procedures, AH will conduct monthly reviews of the Respondent's performance and contract compliance based on information provided by the Respondent and Property Management. The selected Respondent must have the ability to upload program data on AH's secure portal platform.

Data collected will include:

- A monthly report of occupancy and each supportive housing resident's progress in meeting service plan goals
- **A quarterly Supportive Housing Provider Report, which provides prior place of residence for new residents, reason for leaving the previous community, destination of residents if/when the resident leaves the Gardens at College Town, and demographic and income information of residents**

Fee Proposal

The Respondent should be innovative in its methodology in order to streamline service delivery to improve cost effectiveness and ensure that performance objective are met toward establishing and sustaining the program. The respondent's proposal must include a match for at least 25% of the direct program costs and administration per contract year (including option years) to deliver this program to the residents at the Gardens at College Town. Sources of matching funds can include private and public sources, Medicaid waivers, grants, and in-kind services.

Contract Period

The initial term of the contract will be one year. The contract will include options to renew the term for four additional one-year terms. AH, at its discretion, and upon agreement of the contractor may decide not to renew the option terms consecutively based upon AH's needs. AH

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reserves the right to terminate the contract at any time. AH anticipates the initial term of the contract to be effective December 1, 2022 to November 30, 2023.

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	Friday, August 19, 2022
Pre- Proposal Conference Date, Time, and Location	Wednesday August 24, 2022 at 10:00 A.M, EDT Register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/tZUqcuytpjoiGtw5BfLAW6AZqbYanO3-wdo After registering, you will receive a confirmation email containing information about joining the meeting.
Site Tour	Thursday August 25, 2022 at 11:00 P.M, EDT
Deadline for Questions and/or Comments	Monday, August 29, 2022 by 12:00 P.M., EDT
Proposal Due Date and Time	Tuesday, September 13, 2022 by 12:00 P.M., EDT

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Communications

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

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

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

- A. Questions must be submitted via the Q&A Board on AH's Business Management Portal. AH will receive requests for additional information and/or clarification relative to this solicitation between **Wednesday, August 24, 2022 through, Monday, August 29, 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.

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

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RFP Point of Contact
Sopheria Lambert Contracts & Procurement Department The Housing Authority of the City of Atlanta, Georgia 230 John Wesley Dobbs Avenue, NE 5 th Floor Atlanta, Georgia 30303-2421 Sopheria.Lambert@atlantahousing.org

PROPOSAL EVALUATION

Clean Hands Policy

Procurement actions shall be conducted only with responsible Respondents who have the technical and financial competence to perform the services, who have the fiscal responsibility in business dealings, and who have a satisfactory record of integrity. Before awarding a contract, AH shall review Respondent's ability to perform the contract successfully, considering factors such as Respondent's integrity, compliance with public policy, record of past performance on AH and other jobs (including contacting previous clients of Respondent), and financial and technical resources. AH shall not award a new contract or conduct new business with a bidding Respondent, 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.

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. Each submittal must address the following sections:

- Methodology/ Technical Approach
- Staffing & Qualifications
- Respondent Experience

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- Fee Proposal
- Commitment to Diversity

Evaluation Factor and Award

The proposal evaluating 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, experience, and cost), based upon the evaluation factors specifically established for the RFP.

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

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

EVALUATION QUESTIONS/FACTORS	MAXIMUM POINTS
Methodology/Technical Approach	30
Staffing & Qualifications	15
Respondent Experience	15
Fee Proposal	35
Contracting/Employment Opportunity Plan	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 Questions Descriptions

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

Evaluation Factor A

Methodology/ Technical Approach.....30 Points

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Based on Respondent understanding of the unique needs of AH, explain your proposed method of approach and organization to effectively establish a comprehensive case management and service delivery strategy and program that responds to the needs and interests of residents that require supportive services to allow them to live independent, healthy, and productive lives.

- Provide a narrative description of your organization's mission and philosophy, proposed scope of services, method of approach and proposed organization and classification of tasks to effectively establish a comprehensive and cost efficient service delivery strategy and program for residents' developmental mental health disabilities. Discuss Respondent's approach to the entire process leading to the successful implementation of services. Provide evidence of Respondent's ability and strategy to implement the work outlined in this RFP. **(15 Points)**
- Respondent must prepare and submit a detailed implementation plan and time schedule that uniquely describes the approach that will be used to satisfy the requirements, including an action plan to meet project schedules and deadlines without cost escalations and overruns that will illustrate timelines for completion. **(15 Points)**

Evaluation Factor B

Staffing & Qualifications.....15 Points

Describe Respondent's overall staffing approach and detailed information about the staff's professional qualifications.

- Include an organizational chart that demonstrates staff resources and anticipated project participation levels that show Respondent's capacity, expertise, and experience in achieving the desired results for services. Resumes must include and highlight experience and expertise in the development and management of programs for residents who require intensive supportive services. **(5 Points)**
- Demonstrate Respondent's capacity by identifying the number of full-time and part-time staff that will be made available to fulfill the requirements of this RFP. Staff should have demonstrated expertise and ability to provide services to residents who require intensive supportive services. Indicate if Respondent is willing to consider offering employment to
- professional supportive services staff currently employed and working at the site. Preference will be given to such Respondents. **(10 Points)**

Evaluation Factor C

Respondent Experience.....15 Points

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Submit detailed information on Respondent firm or institution, including years of experience in providing similar services to public and private entities.

- Provide detailed description of your organization's experience with delivering similar programs or services in a similar setting for clients with developmental and mental health disabilities. List and briefly describe three (3) programs within the past 10 years that exemplify the proven experience of the Respondent in managing a supportive housing program. Provide documentation, testimonials, references and other relevant evidence supporting the Respondent's experience described above. Describe any innovative approaches used by your organization in implementing similar programs or services. List the funders, service providers and other resource providers that the Respondent has established effective relationships and over what period of time these relationships have been in effect. Preference will be given to providers that will be valuable to provide the services requested under this RFP. **(15 Points)**

Evaluation Factor D

Fee Proposal.....35 Points

The Respondent proposal must include a match for at least 25% of the direct program costs and administration per contract year (including option years) to deliver this program to the residents at the Gardens at CollegeTown. Sources of matching funds can include private and public sources, Medicaid waivers, grants, and in-kind services. Administration cost can be no more than 10% of the program costs. AH will follow the model set forth with the current service provider; provide funding for the onsite case management staff decreasing funding as the respondent identifies and then provides connection for mainstream, community-based resources to fund the supportive services. This decrease in funding is expected to occur within 24 months of execution of the resulting contract.

Evaluation Factor E

Commitment to Diversity.....5 Points

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

MAXIMUM TOTAL POSSIBLE POINTS.....100 POINTS

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Responsibility Determination

The responsibility determination includes consideration of a Respondent's record of integrity and business ethics, compliance with public policy, past performance with AH (if any) and other entities, financial capacity, and eligibility to perform government work (e.g., debarment/suspension from any Federal, State, or local government). AH reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal and utilize the information gathered in the final evaluation of those firms in competitive range.

a) Financial Capacity Determination

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

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

b) Technical Capacity Determination

AH will conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. AH reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. AH will make a finding of the Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

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

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

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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.

TERMS SHEET

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 Respondent 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 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 land subcontractors will only contract with other 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 its' subcontractors, as required.

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.

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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 Part 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 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.

Atlanta Housing Section 3 Policy

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) 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

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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 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 and 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. 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.

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.

Respondents' Status

Respondent and its agents will be held to be an independent company and will not be an employee of AH.

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.

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

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reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to AH.

Insurance

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

Minimum Limits and Coverage

- I. Worker's Compensation and Employer's Liability with the following minimum limits and coverage:
 - a. Workers Compensation- Statutory Limit in accordance with the laws of the State of Georgia
 - b. Employer's Liability:

\$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

- II. Commercial General Liability with the following minimum limits and coverage:

- a. \$1,000,000 combined single limit for each occurrence for bodily injury/property damage
 - b. AH must be listed as an additional insured

- III. Automobile Liability with the following minimum limit and coverage:

- a. \$1,000,000 combined single limit each accident.
 - b. Coverage shall be for any auto (including owned, hired, and non-owned autos)
 - c. AH must be listed as an additional insured

- IV. Professional Liability / Errors & Omissions (if required)

- a. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH.

- V. Cyber-Liability Insurance Requirements

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In addition to having favorable cyber-risk controls and processes in place, Respondent shall have **Cyber Liability Insurance** with coverage to protect Atlanta Housing, including both first and third party coverage, with limits not less than \$2,000,000 per occurrence or claim and \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Respondent 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.

Respondents 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 Respondents to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to AH's Senior Vice President 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.

Respondents 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,

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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 Respondents for protection against risks assumed by virtue of the contract shall be borne by Respondent and is not reimbursable by AH.

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

4.10 Indemnification

AH is defined in this section to include AH, its affiliates, Commissioners, affiliate directors, officers, employees, agents **and/or** assigns. Respondent 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 Respondent or (b) the performance of the Services, whether by Respondent, a subcontractors, 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. Respondent's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Respondent or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Respondent 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 Respondent 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.

Respondent 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,

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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, Respondent 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, Respondent 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 75, 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) Respondent agrees to send to each labor organization or representative of workers with which Respondent has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Respondent'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) Respondent will certify that any vacant employment positions, including training positions, that are filled one (1) after Respondent 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 Respondent's obligations under the Implementing Regulations.
- 5) Noncompliance with HUD's regulations in 24 CFR part 75 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

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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).

b) Energy Efficiency

Respondent 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.

c) Clean Air and Clean Water

d)

For contracts in excess of \$100,000, Respondent must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §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

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

f) Anti-Lobbying

1) Respondent will not use federally-appropriated funds that have been paid or will be paid, by or on behalf of Respondent, 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) Respondent agrees to disclose any conflict as soon as such conflict becomes known or should have become known.

3) Respondent 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.

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Termination for Convenience and Default

- a) AH may terminate the contract, in whole or in part, for AH's convenience by delivering to the Respondent a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Respondent shall: (i) immediately discontinue all Services
 - b) 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 Respondent in connection with the contract or in the RFP process shall constitute a material breach that is not susceptible to cure by Respondent. Upon the termination of the contract by AH pursuant to this subsection, Respondent 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 Respondent for a termination for convenience, in no event shall the payment to Respondent exceed the aggregate price set forth in the contract or any outstanding task order, whichever is less, and there shall be deducted:
- (i) all progress payments to Respondent under the terminated portion of the contract, and
 - (ii) any claim which AH has against Respondent under the contract.
- d) If the termination is due to breach by Respondent, AH may (i) require Respondent 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 Respondent shall be liable for any additional cost incurred by AH; and (iii) withhold any payments to Respondent, for the purpose of off-set or partial payment, as the case may be, of amounts owed to AH by Respondent.

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- e) If, after termination for breach by Respondent, it is determined that Respondent had not in fact breached the contract, the termination shall be deemed to have been effected for the convenience of AH, and Respondent shall be entitled to payment as described in subparagraph (c) above.
- f) Respondent 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 Respondent. Respondent shall provide full disclosure to AH and the third-party Respondent about the equipment, software, or services required to perform the Services for AH.

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 Respondent 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 Respondent, 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. Respondent shall proceed diligently with performance of the contract, pending decision from AH concerning any claim hereunder.
- c) If Respondent does not agree with the decision of AH, Respondent 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.

Examination and Retention of Respondent's Records

- a) Respondent shall maintain, during the performance of the contract, and for a period of at least three (3) years following the date of final payment under the contract, all of Respondent'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) Respondent 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,

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claims or exceptions related thereto that were commenced prior to the expiration of such three-year period.

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 Respondent during the contract period in connection with the performance of the Services hereunder (collectively, "Works") shall be considered work made for hire by Respondent and owned by AH. Works shall not be reproduced or used by Respondent without the express written consent of AH. Respondent shall execute all documents and take all actions necessary to vest ownership of the Works in AH.

Intellectual Property

Respondent 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.

Confidential Information

AH may provide Respondent 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"). Respondent 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 (2) years following the expiration or earlier termination thereof, Respondent 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, Respondent 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 Respondent 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. Respondent 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 Respondent; (b) information which Respondent 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 Respondent developed independently from any relationship with AH; and (d) information which Respondent acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

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Conflicts of Interest

AH is contractually obligated to ensure compliance with this provision. Respondent agrees to notify AH if any of the following persons enter into an agreement with Respondent while such persons are in the roles listed below or within one year after termination of such roles and further certifies that Respondent 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).

Respondent 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 Respondent's organizational, financial, contractual or other interests are such that award of the contract may result in an unfair competitive advantage or Respondent's objectivity in performing the Services may be impaired.

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

At all times while Respondent is conducting business with AH, it is required to disclose in writing, any direct or indirect conflicts of interest and any organizational conflicts of

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interest as soon as such conflict becomes known or should have become known. If Respondent 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 Respondent's letterhead, notarized and signed by the individual making the disclosure.

Prohibition against Gifts/Favors/Anything of Monetary Value

No AH employee can accept or solicit for themselves or for others, anything of value from Respondent 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. Respondent shall report any violation of this prohibition immediately to the Senior Vice President, Contracts and Procurement, 230 John Wesley Dobbs Avenue, 5th Floor, Atlanta, Georgia 30303-2421.

Assignment

Respondent 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 Respondent subcontracts the performance of any of the Services to a third party approved by AH in accordance with this section, Respondent 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, Respondent 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. Respondent agrees to provide sufficient documentation to AH to document such change in the legal entity name or federal employer identification number.

Non-Exclusive Rights

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

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.

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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.

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.

FORM OF CONTRACT

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.

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

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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).