



Request for Proposals #2022-0135

Construction Management Software

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Senior Vice President, Contracts & Procurement

PART 1 – GENERAL INFORMATION

1.1 The Housing Authority of the City of Atlanta, Georgia

The Housing Authority of the City of Atlanta, Georgia (“AH”), a public body corporate and politic, created under the Housing Authorities Laws of the State of Georgia, is a diversified real estate company with a public mission and purpose. AH meets its mission by deploying its assets to facilitate affordable housing opportunities for low-income, elderly, and disabled households in the City of Atlanta. AH has broad corporate powers including, but not limited to, the power to acquire, manage, own, operate, develop and renovate housing, invest and lend money, create for-profit and not-for-profit entities, administer vouchers, issue bonds for affordable housing purposes and develop commercial, retail and market rate properties that benefit affordable housing. Many of AH’s programs are funded, in part, and regulated by the U.S. Department of Housing and Urban Development (“HUD”) under the provisions of the U.S. Housing Act of 1937, as amended, and as modified by AH’s Moving to Work Agreement dated September 23, 2003, as amended and restated effective as of November 13, 2008, and as further amended effective as of January 16, 2009 (“MTW Agreement”). Today, AH is the largest housing agency in Georgia and one of the largest in the nation, serving approximately 50,000 people. To learn more about AH and its history, mission, and business plan, Respondents are encouraged to visit AH’s website www.atlantahousing.org.

1.2 Solicitation Purpose

It is the intention of The Housing Authority of the City of Atlanta, Georgia (“AH”) to enter into a contract for Construction Management Software. The Atlanta Housing Construction Management team desires to procure and implement a software solution to support project and construction management. The solution shall provide a centralized location where project information (schedules, budgets, risks and issues, etc.) can be accessed, reviewed and managed. Qualified firms, contractors, software vendors or entities, that meet the requirements set forth in this scope of work, and are capable of providing the services requested, are encouraged to submit a quote. The tangible deliverables expected include, but are not limited to, providing the Atlanta Housing with:

- A project management solution that can be scaled up to an enterprise solution to be used to manage all of the agency’s construction and construction related projects
- The comprehensive project management solution will also effectively manage (according to industry best practices) the following:
 - Project life cycle
 - Project resource allocations
 - Project budgets
 - Project risks
 - Project communications
- The system shall be 100% cloud based

Schedule of Events

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

EVENTS	DATE AND/OR TIME
RFP Posted on AH's website	Tuesday, November 15, 2022
Pre-Proposal Conference Date, Time and Location	Wednesday, November 30, 2022 at 2:00 P.M. Register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/tZcvduutrTkoGtzIQ8fhrV7G_a-0JCgTIdfg
Deadline for Questions and/or Comments	Friday, December 2, 2022 by 12:00 P.M., Atlanta Time
Proposal Due Date and Time	Thursday, December 15, 2022 by 12:00 P.M., Atlanta Time

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

1.4 Communications

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

- through the RFP Point of Contact named below;
- designated AH/Consultant participants in attendance at the Pre-Proposal Conference and Negotiations;
- as otherwise specified in this RFP; and / or
- as provided by existing work agreement(s) (if any).

Prohibited communication includes all contact, including but not limited to, telephonic communications, emails, faxes, letters or personal meetings such as lunch, entertainment or

otherwise. AH reserves the right to reject the proposal of any Respondent violating this provision.

- A. Questions must be submitted in writing via JAGGAER (E-procurement). **AH will receive requests for additional information and/or clarification relative to this no later than December 2, 2022 at 12:00 NOON Atlanta Time**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this RFP. AH **will not** respond to requests for information after the date stated above.
- C. **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 for additional information.
- D. All requests for information or clarification pertaining to this solicitation must be addressed in writing.

RFP Point of Contact

Qiana Ayana
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, NE,
Atlanta, Georgia 30303-2421
Email: qiana.ayana@atlantahousing.org

[END OF PART 1 – GENERAL INFORMATION]

PART 2 – SCOPE OF WORK

The following section details the scope of work and requirements for the project/construction management software. This is meant as an initial guide for obtaining quotes. Atlanta Housing is looking for a comprehensive and best practice solution to implement a software solution to systematize the agency's project management processes.

1. **Mandatory Requirements**

The criteria for implementing a solution must meet all of the following mandatory requirements:

- a. The solution must be developed by, implemented by and supported by the same single vendor.
- b. The solution must be designed for the sole purpose of supporting the construction program and project management lifecycle - Planning through Closeout.
- c. The solution must be Software as a Service and built on a true multi-tenant platform with an open architecture.
- d. The solution shall include out-of-the-box, configurable, native modules specific to the construction project lifecycle.
- e. The solution must include custom reporting capability.
- f. The solution must be 100% cloud based.
- g. The solution must have at least a five (5) year history of successfully supporting requirements related to construction program/project management.

2. **Hosting Data Center**

- a. The proposed solution must not require the installation of any third-party software other than an Internet browser to function.
- b. The proposed solution shall be offered as a hosted service, (i.e. Software as a Service) and not onsite hosted.
- c. The proposed solution shall have obtained industry certifications and compliances.
- d. The propose solution shall offer future upgrades.

3. **Interfacing with Other Systems**

- a. The proposed solution shall have data exchange tools, such as a web service API (Application Programming Interface) to allow for integration with external applications or data.
- b. The proposed solution shall consist of industry-standard protocols supported for exchanging data and integration.
- c. The proposed solution shall consist of global and project-specific upload template capabilities.

4. **System Administration**

- a. The proposed solution shall include the ability of access permissions role-based within the system.
- b. The proposed solution shall allow the use of upload templates as a tool to set up new project data as it relates to budget, cost, document and schedule management.

5. Work Plan, Training and Support Plan

- a. Work Plan - The vendor shall provide a written work plan detailing their approach to deploying the Software Solution. The approach should include a description of the project delivery, the roles and responsibilities for the vendor and Atlanta Housing and all the activities and tasks required to implement the software.
- b. Training - The vendor shall provide on-site end-user and administrator training services for the Atlanta Housing employees to facilitate Software Solution configuration and Implementation. The vendor should include basic training and Software Solution training certifications for external and future users based on the user's role (e.g. project managers, architect, engineer, contractor, etc.).
- c. Support - Under support, the vendor shall provide the following:
 - Implementation
 - Post-Implementation customer support
 - Typical solution upgrade/release schedule
 - Scheduled maintenance and upgrades
 - How new or changed software features are communicated to users

6. Program and Project Management

- a. The proposed solution should include the ability to support a multi-project, multi-department and a multi funded program.
- b. The proposed solution must not be limited according to project type, user role or by specific user.
- c. The proposed solution should include the ability to create program-wide reports, as well as detailed reports at the project level.
- d. Proposed solution shall include the ability to conduct roll-up reporting across a program or at any other levels of the organization.

7. Cost Management

- a. The proposed solution shall include cost management data that is capable of being fed by either a workflow, third party databases or through manual entry.
- b. The proposed solution should include the ability to allow funding sources be managed against budgets, commitments and actual expenditures.
- c. The proposed solution shall have the capability of tracking funding separately from the budget with the ability to apply commitment cost control against the funding.
- d. The proposed solution should include the ability to display cost associated to Risks in the Cost Summary Sheet managed through business process workflow (preferred, not required).

- e. The proposed solution should include the ability to display cost associated to Issues in the Cost Summary Sheet managed through business process workflow (preferred, not required).
- f. The proposed solution should include Cost Summary Sheet with drill-down functionality to the business processes driving those costs (preferred, not required).
- g. The proposed solution should include the ability to manage cash flow as it relates to estimates compared to budget, commitments, and actuals (preferred, not required).

8. Schedule Management

- a. The proposed solution shall include a scheduling tool collaborative where multiple users can update tasks on the schedule simultaneously.
- b. The proposed solution shall have the capability of taking an existing project schedule from another scheduling tool to be imported and managed within the solution.
- c. The proposed solution shall have the capability for a schedule to be shown and reported in a Gantt chart.
- d. The proposed solution shall have the capability to generate reports that combine schedule data with cost data and other project data across multiple projects in one report.
- e. The proposed solution should include the ability to track Risk Matrix detailed information to manage risks with scoring and impact weighting as it relates to cost and schedule impacts (preferred, not required).

9. Contract Management

- a. The proposed solution shall provide a central vendor contract database where all vendor companies and contacts can be stored.
- b. The proposed solution shall have the capability to attach documents, (e.g. Certificate of Insurances, etc.).
- c. The proposed solution shall have the capability to generate contract logs and reports.

10. Business Process Workflows

- a. Vendor shall provide a comprehensive list of all standard reports.
- b. Vendor shall provide a list of workflows that are out-of-the-box related to industry best practices.
- c. Vendor shall provide a list of structured workflows that are out-of-the-box related to industry best practices.
- d. The proposed solution shall include ad-hoc reporting functionality that affords user the ability to create reports with any data or information entered into the system.
- e. The proposed solution shall allow the use of upload templates as a tool to set-up new project's budget, cost and schedule data.
- f. The proposed solution shall include Business Process Automation (BPA) workflow capabilities.

- g. The proposed solution shall include pre-defined templates for common capital project execution processes, (Change Orders, Request for Information (RFIs), etc.) to a company contact.
- h. Geocode and visual mapping preferred (not required).

11. Document Management

- a. The proposed solution shall have the capabilities of developing/creating a standard filing tree or structure for projects. The solution must include the capability of modifying the filing tree/structure to be made globally across all projects in one entry.
- b. The proposed solution shall have the ability to send emails (message body and all attachments) into specific folders within specific projects.
- c. The proposed solution shall have the ability to convert all common file types including Microsoft Project, Word, Excel, PowerPoint and other files used on capital projects to the Bluebeam PDF format for viewing and electronic distribution.
- d. The proposed solution shall include a red-line and mark-up toolset.

12. Business Intelligence

- a. The proposed solution shall include a native business intelligence feature. The feature shall have the capability of accessing historical and real-time data in a data repository to perform queries, generate customized reports and predict future trends.
- b. The proposed solution shall have the capability of the business intelligence to combine data from multiple modules into a single report or dashboard.

13. Reporting and dashboards

- a. Vendor shall provide a comprehensive list of all standard reports offered by their system.
- b. The proposed solution shall have the capability to create reports in multiple formats (e.g. Microsoft Excel, HTML).
- c. The proposed solution shall have the capability to create custom reports. The system shall provide ad-hoc reporting functionality that affords the user the ability to create reports with any data or information entered into the system.

14. System Functionality

- a. The proposed solution shall include the ability to interface with multiple Software as a Service (SaaS) platform, preferably via APIs or similar functionality.
- b. The proposed solution shall include an open API to allow for integration with external applications or data.
- c. A mobile app that works on both iOS and Android devices is preferred (not required).

15. Data Security and Cyber liability

- a. The solution, including its hosting environment, must provide modern and appropriate security controls to ensure privacy of Atlanta Housing data transferred-to or stored within it.
- b. The Vendor must, if requested, provide an attestation to its implemented data security controls and technologies associated with its solution, including its hosting environment.
- c. The solution must provide role-based access control for system users of different functional levels.
- d. If selected, the Vendor should expect to provide Cyber liability Insurance, of an adequate and significant amount, as part of the contracting process.

16. Service Level Agreement (SLA) Requirements

- a. Atlanta Housing requires the selected Vendor to provide and maintain the referenced services on a 24 hour a day, seven day a week basis including weekends and holidays.
- b. Scheduled maintenance is defined as those times that the Vendor needs to make modifications to the services and or equipment to ensure delivery of services prior to any service problems. Vendor will be required to coordinate maintenance windows ahead of time with Atlanta Housing so that the agency's operational requirements will not be hindered.
- c. Vendor response time is defined as the elapsed time between the Vendor's qualified technician contacting Atlanta Housing after either of the following events occur:
 - i. Atlanta Housing contacts the Vendor's technical services organization to report a problem.
 - ii. The Vendor, through its monitoring functions, becomes aware of a system failure or potential system failure.

17. Service Priorities – Service Availability

The Solution will be fully available for access and normal operations by the end users 99.99% of the time. If the Solution is technically available (i.e. can access application), but significant problems exists (e.g. performance issues, data inaccuracies), it is functionally (and will be considered as) unavailable. Compliance with this availability SLA will be measured on a calendar month basis. Availability will be calculated by dividing:

- the total number of minutes that the system was available, by
- the total minutes in the respective month, and then multiplying that amount (the quotient) by 100.

Note: If the vendor feels that problems are not due to or caused by their product or service, it is incumbent upon the vendor to provide detailed, concrete, and objective data (e.g. product response times within their domain) to substantiate and support their position. In these cases (i.e. vendor and Atlanta Housing agrees that problems are not due the vendor), the system will be considered available.

18. Service Credits

If the vendor fails to meet the Service Availability criteria during any calendar month, the Customer (i.e. "Atlanta Housing") will receive a service credit equal to any applicable service fees for the Services, prorated for the amount of time Service Availability fell below the Service Availability criteria. If System Availability falls below fifty percent for two consecutive months, then Atlanta Housing will discontinue payments until all problems have been rectified.

19. Staff/Service Performance

The vendor shall describe their classification scheme for prioritizing problem incidents and Service Requests along with their corresponding resolution times. Priority is determined by the Urgency and the Impact of the Incident or Service Request. The vendor shall also provide a detailed list of types of Incidents and Service to Requests along with their Urgency and Impact and the calculated Priority.

20. Service Support Capacity

The vendor shall describe the support infrastructure that they have in place to ensure that all problem incidents and requests are addressed in a timely fashion and in accordance with the criteria specified in their response to this RFP. This includes specifying the organization of their support team and their hours of operations.

21. Service Support Escalation Procedures

The vendor shall provide escalation procedures for incidents or requests that have exceeded the agreed upon SLA.

22. Service Objectives Ratings

Timely and consistent Problem Resolution Times (PRT) are critical to providing excellent customer service. The vendor shall specify their Service Objectives for their support team and their means of verifying that their services are meeting all of the specified Service Objectives.

23. Other SLA Requirements

- a. Vendor will identify a technical contact assigned to Atlanta Housing, that will be accessible during normal business hours and a secondary contact for emergency situations and after hour events.
- b. Vendor will conduct scheduled repairs and upgrades during hour periods or at a mutually agreed upon time as to not affect the agency's operation or use of the solution. All scheduled repairs will be subject to notification of the agency's representative in advance. Vendor will coordinate all repairs involving access to Atlanta Housing facilities in advance with the facilities manager.
- c. In the event the Vendor is unable to respond and/or make corrections to the operation of the contracted services to the substantial satisfaction of Atlanta Housing, the Vendor will immediately make available a supervisor with the authority to obtain the resources required to make such repairs as may be necessary.

2.2 Contract Period (Initial and Option Terms)

The initial term of the contract will be one (1) year from the date the contract is executed by AH. The contract will include options to renew for eight (8) one-year terms.

[END OF PART 2 – SCOPE OF WORK]

PART 3 – PROPOSAL EVALUATION

3.1 Clean Hands Policy

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

3.2 Submittals

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

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.

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

EVALUATION FACTORS (QUESTIONS) DESCRIPTIONS

EVALUATION FACTORS	MAXIMUM POINTS
A. Qualifications and Experience	15
B. System Functionality and Capabilities	40
C. System Implementation Plan	25
D. Training	20
E. Fee Proposal	Weighted not scored
	100

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 Factor Description

Respondents are required to respond thoroughly to each of the following questions, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

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

A. Qualifications and Experience:

15 Points

Respondent shall outline their qualifications and experience. Respondent shall describe past performance with clients with a comparable scope of work.

B. System Functionality and Capabilities:

40 Points

Respondent shall describe in detail their ability to provide a software solution with the capabilities and features outlined in the Scope of Work. Description shall include system key functions, including how to utilize the automated functions to generate standard and custom reports.

Note:

As part of a shortlist of vendors selected, the Respondent must be willing to conduct a demonstration of the software solution as part of an initial demonstration. Atlanta Housing (AH) may request a subsequent demonstration to address additional questions and/or invite additional AH end-users and system administrators.

C. System Implementation Plan:

25 Points

Respondent shall provide a clear and concise plan for implementation of the system. At a minimum, the implementation plan shall include the following:

- Timeline for implementation
- Major milestones
- Identify the primary vendor point of contact throughout implementation
- Describe any hardware or software requirements for operating the software solution

D. Training:

20 Points

Respondent shall provide, in detail, all aspects of the training plan. The plan shall include a proposed outline for how internal and external users will be trained.

E. Fee Proposal:

Factor Not Scored

The fee proposal shall include the following:

- Identify the services that are included in the base quote for the software solution
- Identify any services that are available/proposed as a value added option
- Identify any additional training available

Respondent shall provide sufficient detail about the structure of their fee proposal to enable the selection committee adequate information to evaluate the value of the overall fee.

Respondent shall provide sufficient detail about the training structure and its associated costs. The fee proposal shall outline costs associated with the training method(s). It shall include the total training hours allotted, number and billing rate for training staff.

Respondent shall identify costs for licensing fees, permit costs, printing costs and any other reimbursable items that are the responsibility of the Respondent and can be negotiated during the issuance of a task order. Please Note: Travel expenses outside of the Atlanta metropolitan area and per diem (hotel, meals, etc.) are not considered reimbursable expenses under this contract. AH may make exception to this condition if any unforeseen needs arise.

[END OF PART 4 – PROPOSAL EVALUATION]

3.4 Responsibility Determination

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

a) Financial Capacity Determination

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

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

b) Technical Capacity Determination

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

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

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

Proposals that are considered nonresponsive will not receive consideration. AH reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, AH reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

PART 4 – TERMS SHEET

4.1 Compliance with E-Verify

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

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

4.2 Licenses, Permits and Certifications

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

4.3 Atlanta Housing Opportunity Inclusion Policy (OIP)

It is the policy of Atlanta Housing that Minority, Women and Section 3 Business Enterprises (MBE/WBE/SBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Bidders, proposers or contractors and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE and Section 3 Businesses shall have the maximum opportunity to compete for and perform work on contracts financed in whole or in part by federal funds. Each respondent must submit an Opportunity Inclusion Plan (OIP Plan) along with their bid response. The OIP is a plan of action which will be used to achieve diversity and equality in this solicitation. The plan must identify and include potential contracting and other economic opportunities within the scope of work as well as efforts that will be made by the respondent to provide training and employment opportunities.

Entities intending to respond to this RFP shall seek to utilize certified MBE/WBE or Section 3 businesses and agree to expend no less than 35% of the total contract price, inclusive of all modifications and amendments through work with MBE/WBE or Section 3 businesses. 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.

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 a Contract Compliance Affidavit (Schedule A), a MWBE & Section 3 Business Utilization Plan which list a brief description of services and supplies to be provided (Schedule B). Only the successful respondent will be required to submit monthly throughout all phases of the work the Contractor and Subcontractor Actual Utilization Report.

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

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

4.7 Funding Limitations

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

4.8 Government Restrictions

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

4.9 Insurance

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

A. Minimum Limits and Coverage

- I. Worker's Compensation and Employer's Liability with the following minimum limits and coverage:
 - a. Workers Compensation- Statutory Limit in accordance with the laws of the State of Georgia
 - b. Employer's Liability:
 - \$500,000 bodily injury for each accident
 - \$500,000 bodily injury by disease for each employee
 - \$500,000 bodily injury disease aggregate

- II. Commercial General Liability with the following minimum limits and coverage:
 - a. \$1,000,000 combined single limit for each occurrence for bodily injury/property damage
 - b. AH must be listed as an additional insured

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

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

- V. Cyber-Liability Insurance Requirements

In addition to having favorable cyber-risk controls and processes in place, Consultant shall have **Cyber Liability Insurance** with coverage to protect Atlanta Housing, including both first and third party coverage, with limits not less than \$2,000,000 per occurrence or claim and \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

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

B. Additional Requirements

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

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

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

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

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

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

4.10 Indemnification

AH is defined in this section to include AH Commissioners, employees, agents **and/or** assigns. Contractor agrees to indemnify AH and hold it harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney fees arising out of or related to (a) a breach of the contract by Contractor or (b) the performance of the Services, whether by Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder. Contractor's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Contractor shall not settle or compromise any indemnifiable claims hereunder without the prior written consent of AH.

AH cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Contractor or any other person or entity whatsoever, for any purpose whatsoever.

4.11 Compliance with Laws

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

Contractor and its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders applicable to the work described herein,

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

b) HUD Section 3 Compliance:

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

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

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

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

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

6) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest

extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

c) Energy Efficiency

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

d) Clean Air and Clean Water

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

e) Equal Employment Opportunity

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

f) Anti-Lobbying

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

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

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

4.12 Termination for Convenience and Default

a) AH may terminate the contract, in whole or in part, for AH's convenience by delivering to Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to AH all information, reports, papers, and other materials accumulated or generated in performing the Services, whether completed or in process.

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

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

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

d) If the termination is due to breach by Contractor, AH may (i) require Contractor to deliver to it, in the manner and to the extent directed by AH, any work as described in subparagraph (b) above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be 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.

4.15 Ownership Rights in Works

All data, materials, documentation, computer programs, inventions (whether or not patentable) and works of authorship created or developed in whole or in part by Contractor during the contract period in connection with the performance of the Services hereunder (collectively, "Works") shall be considered work made for hire by Contractor and owned by AH. Works shall not be reproduced or used by Contractor without the express written consent of AH. Contractor shall execute all documents and take all actions necessary to vest ownership of the Works in AH.

4.16 Intellectual Property

Contractor agrees it will not use the name or any intellectual property of AH, including but not limited to, AH copyrights, trademarks or logo in any manner, including commercial advertising or use as a business reference, without the prior written consent of AH.

4.17 Confidential Information

AH may provide Contractor with information owned by or relating to AH and its business, including, without limitation, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by AH ("Confidential Information"). Contractor agrees to only use AH's Confidential Information to the extent necessary to perform the Services as contemplated herein. During the Contract Period and for two years following the expiration or earlier termination thereof, Contractor shall keep confidential and shall not publish or otherwise disclose, or

permit its employees, subcontractors and assigns to publish or otherwise disclose, any of AH's Confidential Information without AH's prior written approval; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, such covenants shall continue for so long as such Confidential Information so constitutes a trade secret. At a minimum, Contractor shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance. All Confidential Information is and shall remain AH's property and Contractor shall return such Confidential Information, and all embodiments thereof, to AH upon expiration or termination of the contract or upon the earlier request of AH. Contractor agrees that all of its employees and subcontractors will, upon AH's request, sign a confidentiality statement, in a form approved by AH in its reasonable discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this section. The following types of information shall not be subject to the requirements of this section: (a) information which is or becomes known to the public through no act or omission of Contractor; (b) information which Contractor can demonstrate was in its possession prior to the execution of the contract (and was provided by a source other than AH); (c) information which Contractor developed independently from any relationship with AH; and (d) information which Contractor acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

4.18 Conflicts of Interest

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

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

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

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

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

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

4.19 Prohibition against Gifts/Favors/Anything of Monetary Value

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

4.20 Assignment

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

4.21 Non-Exclusive Rights

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

4.22 Contract Modification

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

4.23 Governing Law

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

4.24 Required AH Vendor Registration

In order to do business with AH, Respondent must be a registered vendor prior to submitting a response. Please refer to the following Internet URL for more information about Vendor Registration and to register on-line – <http://www.atlantahousing.org/business/vendors>. If Respondent has already registered with AH, the Respondent's (Vendor) profile must be up-to-date. Respondent is responsible for contacting their local city and county authorities (usually the Clerk of the Superior Court's Office) and the State of Georgia (Secretary of State's office – www.sos.georgia.gov) to ensure that Respondent has complied with all laws and is authorized and/or licensed to do business in Georgia. All applicable fees associated therewith are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents and subcontractors shall also comply with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

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.

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).

PART 6 – MANDATORY SUBMITTALS

6.1 Mandatory Submittals

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

*MANDATORY SUBMITTALS
Fee Proposal Form
Clean Hands Certifications
Section 3 Self-Certification Form (Schedule B)
Principal Personnel Disclosure Statement Certification and Instructions
Respondent Disclosure Certification
E-Verify Affidavit(s)
Addenda Acknowledgement Form <i>(if applicable)</i>

Forms shall be completed, signed, and notarized where required or marked "Not Applicable" where appropriate. **All forms are available in Adobe's PDF format for viewing and printing. To view and use the forms you must install [Adobe Acrobat Reader](#) on your computer. Acrobat 5.0 (minimum) is required for all fillable forms.*

6.2 Principal Personnel Disclosure Statement Certification Form

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

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

6.3 Disclosure Statement

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

6.4 Certification Regarding Debarment

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

6.5 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, Contractor must register and participate in the federal work authorization program operated by the United States Department of Homeland Security to verify employment eligibility information of newly hired employees, commonly known as E-Verify and must continue to participate in E-Verify during the term of the contract. The affidavit is the affidavit either provided by Georgia Department of Audits and Accounts or approved by AH ("E-Verify Affidavit") – see – *E-Verify Affidavit*. The E-Verify Affidavit is Contractor's certification that it has registered with, is authorized to use and uses the federal work authorization program.

Contractor further certifies that all tiers of contractors and subcontractors hired by Contractor to perform the services under the agreement are compliant with E-Verify; that Contractor will continue to use E-Verify throughout the term of the contract; that Contractor 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 Contractor will submit the appropriate affidavits and other documents to AH from it and all tiers of contractors and subcontractors, as required.

[END OF PART 6 – MANDATORY SUBMMITALS

PART 7 – RFP ADMINISTRATIVE TERMS AND CONDITIONS

7.1 Required AH Respondent Registration

All Respondents are encouraged to visit the new vendor registration portal to register as a new vendor or to update your vendor profile. As AH cannot award contracts to Respondents not registered to do business, it is suggested that Respondents register through the following Internet URL prior to submitting a response. Refer to the following Internet URL for more information about Vendor Registration and to register on-line – <http://www.atlantahousing.org/business/vendors/index.cfm>.

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.

7.2 Cost of Proposals

All costs incurred, directly or indirectly, in response to this solicitation, including the preparation, submittal or presentation of the proposal, shall be the sole responsibility of, and borne by, the Respondent. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Respondent. AH will not provide reimbursement for such costs.

7.3 Ownership of Documents

All documents and information generated, prepared, assembled and provided to AH pursuant to this RFP become the property of AH upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to AH as a result of this RFP.

7.4 Public Access to Procurement Record

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq., require certain public records be made available for public inspection. Even though information (financial or other information) submitted by a Respondent may be marked as "confidential", "proprietary", etc., AH will make its own determination regarding what information may or may not be withheld from disclosure.

7.5 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by AH prior to the contract award.

7.6 Advertising

Respondent agrees not to use the fact of or the results from submission of a proposal as a part of any commercial advertising. AH does not permit the use of AH's relationship with an entity for purposes of marketing efforts, unless AH specifically agrees otherwise.

7.7 Funding Limitations

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

7.8 AH Authorized Procurement Authority

In accordance with AH's Final Amended and Restated Contracts and Procurement Policy Statement, contracts in excess of \$100,000 shall be subject to approval by AH's Board of Commissioners prior to award and contract execution.

7.9 Amendments to Solicitation

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, to waive informalities and technicalities, and to make other changes and modifications consistent with AH's policies and the laws and regulations governing HUD programs.

All addenda to this solicitation will be posted on AH's website. **It is the responsibility of the Respondent to monitor AH's website for any addenda issued.** Each Respondent must acknowledge all addenda issued on AH's website so as to ensure that addenda are considered in their proposal response (see - *Addenda Acknowledge Form*). All Respondents are encouraged to frequently check AH's website for additional information.

7.10 Cancellation of Solicitation

AH reserves the right to cancel a solicitation when it is determined to be in the best interest of AH to do so.

7.11 Notices

All notices, demands, requests, and claims pertaining to the award of the contract must be addressed in writing to:

Albert Murillo
Senior Vice President, Contracts & Procurement
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, NE, 5th Floor
Atlanta, Georgia 30303-2429

Any actual or prospective Respondent may protest the solicitation or award of a contract. All protests of the solicitation must be received five days prior to the proposal due date. All protests of the contract award must be received within five days (i) after the basis of the protest is known or (ii) after the actual or prospective Respondent is notified of the award. All protests shall be in writing and submitted to the Contracting Officer (or designee), who shall issue a written decision on the matter. The Contracting Officer (or designee) may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

7.12 Contracting Officer

AH's Contracting Officer is the Interim President and Chief Executive Officer of AH.

7.13 Holidays

AH recognizes the following holidays as vacation days for its employees:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King, Jr.'s Birthday	Juneteenth	Day after Thanksgiving
	Independence Day	
Veteran's Day	Labor Day	Christmas Day

If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

[END OF PART 7 – RFP ADMINISTRATIVE TERMS AND CONDITIONS]

