



**Request for Proposals
#2023-0052**

**Payment Standards & Submarket
Consulting Services**

January 16, 2023

Albert Murillo
Senior Vice President, Contracts and Procurement

PART 1 – GENERAL INFORMATION

1.1 About Atlanta Housing

The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing” or “AH”) is the largest housing authority in Georgia and one of the largest in the nation. AH provides and facilitates affordable housing resources for over 23,000 low-income households. These affordable housing resources include AH-owned residential communities, AH-sponsored mixed-income, mixed-finance residential communities, tenant-based vouchers, HomeFlex Program (formerly Project Based Rental Assistance Program), supportive housing arrangements, and homeownership opportunities.

Atlanta Housing has broad corporate powers including, but not limited to, the power to acquire, manage, own, operate, develop and revitalize affordable housing. AH’s programs are funded and regulated by the U.S. Department of Housing and Urban Development (“HUD”). Using its Moving to Work flexibility, AH has implemented a variety of innovations that benefit low-income families and expand housing choice. AH’s approach to providing quality affordable housing and human development services is based on the belief that people can do better when given access to quality living environments and the tools they need to become self-sufficient. To learn more about AH and its history, mission and business plan, Respondents are encouraged to visit AH’s website www.atlantahousing.org.

1.2 Solicitation Purpose

The Housing Authority of the City of Atlanta, Georgia (“AH”) desires to enter into a Pay for Performance contract with one or more firms to gather and provide data that allows AH to update the Submarket Payment Standards with respect to diverse geographical markets in the City of Atlanta. AH is ultimately seeking to enhance its schedule of Payment Standards to better align and reflect the current real estate markets.

1.3 Contract Term

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 four (4) one-year terms.

1.4 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	Monday, January 16, 2023
Pre-Proposal Conference Date, Time and Location	<p>Tuesday, January 24, 2023 at 2:00 P.M., Atlanta Time</p> <p>Via ZOOM:</p> <p>Register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/tZ0kdugrz4pHdMe_cK-bO6CZa4F-4hdAKoF</p> <p><i>After registering, you will receive a confirmation email containing information about joining the meeting.</i></p>
Deadline for Questions and/or Comments	Friday, January 27, 2023 by 12:00 P.M., Atlanta Time
Proposal Due Date and Time	Monday, February 27, 2023 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.

1.5 Communications

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

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

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

- A. Questions must be submitted via the Q&A Board on AH's Business Management Portal. **AH will receive requests for additional information and/or clarification relative to this solicitation between Tuesday, January 24, 2023 7:00 A.M. EST, through Friday, January 27, 2023 by 12:00 P.M. EST.**
- B. Responses to these questions will be addressed in writing via the AH's electronic procurement system. **AH will not** respond to requests for information after the date stated above. **It is the responsibility of the Respondent to monitor AH's website for any addenda issued.** All Respondents are encouraged to frequently check AH's website/portal for additional information.

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

RFP Point of Contact

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

[END OF PART 1 – GENERAL INFORMATION]

PART 2 – SCOPE OF WORK

Overview

Payment standards under the Housing Choice Voucher Program are used in determining the maximum rental subsidy amounts a public housing authority (“PHA”) will pay for assisted rental units under the program. PHA payment standards are benchmarked against the HUD Fair Market Rent Schedule (“FMR”) published annually in the Federal Register for each metropolitan statistical area. As a Moving to Work agency, AH was authorized by HUD to establish its own Submarket Payment Standards. AH does not use the HUD FMRs as a benchmark. Instead, AH has utilized recognized market study practices and other valuation methods for establishing its Submarket Payment Standards.

During the time since AH last published its Submarket Payment Standards, the City of Atlanta has witnessed an increase in inner city revitalization projects as part of a general trend in urban revitalization. These inner city revitalization projects have transformed parts of the City of Atlanta into new and growing submarkets. Due to the recent and emerging submarket diversity in the City of Atlanta, many of the conventional submarket characteristics have experienced sweeping changes. The rapid development and submarket dynamics within the City of Atlanta combined with the challenges as related to establishing consistent Submarket Payment Standards have altogether promoted the necessity for AH to review and implement a new market area analysis that will inform revisions to and the methodology for Submarket Payment Standards. AH also wants to revisit the data and property considerations used in calculating rent offers to landlords.

The current AH market area analysis methodology is based on twenty-three submarkets in the City of Atlanta. AH needs assistance to review the submarkets with contemporary methods, market concepts and data, especially at the neighborhood level with respect to updating AH’s Submarket Payment Standards. The result of the review may increase or decrease the number of submarkets, and the boundaries, as determined by the data.

2.1 Scope of Work

The subject and intended focus of this RFP is to provide data that allows AH to update the Submarket Payment Standards with respect to diverse geographical markets in the City of Atlanta. The delivered product will include a process by which it can be refreshed with current data in the future on an ongoing basis. The selected firm or institution will employ current Geographical Information System (“GIS”) software to construct efficient and economically meaningful submarket maps and related project illustrations. The coverage area of this project is the City of Atlanta.

The key objectives of this project will be to:

- A. Establish a market area analysis approach linked to revising the way AH sets the AH Submarket Payment Standards.
 - Establish and define socioeconomic indices used to measure submarkets.
 - Identify, gather and define market data to define the Submarkets (confirm or re-define, as needed).
 - Develop an implementation plan designed to update and maintain the AH Payment Standards source data. Include documentation of all data sources used.
 - Recommend a new set of payment standards based on current market data.

- B. Develop comprehensive, informative and explanatory maps and related illustrations using Geographical Information Systems explaining and supporting the new market area analysis approach within the city limits of Atlanta. Conclude with a mapped definition of the recommended submarkets.

2.2 Scope of Work and Specific Requirements

AH seeks a set of deliverables from the qualified firm. The deliverables shall include an all-inclusive assessment report explaining the selected firm's (Contractor's) observations and findings as related to rent ranges and Submarkets in Atlanta. Additionally, the firm must develop comprehensive, informative and explanatory maps and related illustrations using Geographical Information Systems explaining and supporting the new submarkets analysis design.

The specific requirements for these deliverables are:

1. A new submarket map.
2. Measures of rent ranges by submarket and unit size bedroom count (Efficiencies through 6 Bedroom). Measures for each unit count "cell" will include Low, Median, High, Standard Deviation
3. Documentation of how submarkets were defined and rent ranges calculated, including references to all data sources used. Include notes on how the work can be replicated in the future, using fresh data, by AH. The contractor will prepare a short narrative describing the economic and demographic characteristics for each of the Submarkets, including a mention of all Named Neighborhoods subsumed within each.
4. A final schedule of Payment Standards, by Submarkets and Unit Size, recommended for use as rent caps used when AH determines rents offered to landlords.
5. All reports, maps, data, and tables delivered to AH in hardcopy and pdf form.
6. All econometric, demographic, and GIS mapping data delivered to AH in jump drive format.
7. Brief progress reports, including interim results, on a monthly basis. As-needed calls for clarifications and explanations.

AH seeks to update the data for both the submarket definition and AH Submarket Payment Standards annually. The firm may be required to conduct annual rent and market analysis to determine the need for updates/revisions to the AH Submarket Payment Standards.

The firm is expected to perform the following tasks:

Definition of Markets / Submarkets

AH will need assistance to confirm or re-define the submarkets in the City of Atlanta. The firm will produce a market area analysis plan incorporating, defining and analyzing neighborhoods, Neighborhood Planning Units ("NPU's"), census tracts and zip codes that fall within the city limits of Atlanta. It is the responsibility of the firm to determine the logical submarkets, which must include both single and multi-family rental units, within this jurisdiction. As part of

methodology, the Contractor shall also provide a detailed description or explanation as related to how the submarkets have been determined. This description must include the data sources and document the process so that the results can be independently reproduced.

The Contractor will also provide AH with detailed demographic information on each submarket’s characteristics (i.e., income, employment, age and etc.).

The Contractor will provide AH with professional quality reports.

Reports must be submitted electronically utilizing Microsoft Office software and PDF, unless another format is requested by AH and agreed upon by Contractor.

The required deliverables for the **Definition of Submarkets** will be:

1. Market Area Analysis Plan that supports submarkets in the City of Atlanta.
2. Map(s) of the submarkets including overlays of neighborhoods (and NPUs), census tracts and zip codes. Source layer data for these maps in the current Arc-GIS format.
3. Documentation of process and all data for how submarkets were determined.

Provide AH Payment Standards Base Data

The Contractor will be providing a market profile for each submarket and by bedroom count (Efficiency through 6 Bedroom). In updating the AH Submarket Payment Standards in conjunction with the *new* market area analysis plan, AH will be using the data provided by the Contractor to determine the next set of Payment Standards. The AH Payment Standards, and the underlying data, will encompass both multi-family and single-family units which are unsubsidized.

AH Submarket Payment Standards baseline data should:

- Be based on a statistically acceptable sample of units, as agreed to by AH, to be a reliable estimate of Submarket Payment Standards rents.
- Exclude public housing and other subsidized housing.

2.3 Schedule of Deliverables

PHASE	DESCRIPTION OF DELIVERABLE	DURATION
A	<u>Assessment and Recommendation Deliverables:</u> <ol style="list-style-type: none"> 1. A new submarket map. 2. Measures of rent ranges by submarket and unit size bedroom count (Efficiencies through 6 Bedroom). Measures will include Low, Median, High, , Standard Deviation and unit count for each submarket/bedroom count “cell”. 3. Documentation of how submarkets were defined and rent ranges calculated, including references to all data sources used. Include notes on how the work can be replicated in the future, using fresh data, by AH. The 	180 Days

	<p>contractor will prepare a short narrative describing the economic and demographic characteristics for each of the Submarkets, including a mention of all Named Neighborhoods subsumed within each.</p> <ol style="list-style-type: none"> 4. A final schedule of Payment Standards, by Submarket and Unit Size, recommended for use as rent caps used when AH determines rents offered to landlords. 5. All reports, maps, data, and tables delivered to AH in hardcopy and pdf form. 6. All econometric data and GIS mapping data delivered to AH in jump drive format. <p>These deliverables shall include and explain the Contractor's observations and findings including recommendations as to how the submarkets were defined, how data analysis was conducted and documentation of all data sources used.</p>	
--	--	--

2.4 Contract Performance

It is the intent of AH to enter into a Pay for Performance contract with one qualified firm for the Payment Standards and Submarkets Consulting Services.

The Respondent shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by AH. AH may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At all reasonable times, AH may inspect those areas of the Respondent's place of business that are related to the performance of the contract. If AH requires such an inspection, the Respondent shall provide reasonable access and assistance.

Performance Measures includes:

- Meeting agreed upon schedule dates.
- Submission of all deliverables as specified.
- Adherence to agreed-upon budget.
- Ability to produce quality work in a timely manner.
- Preparation of comprehensive reports/presentations.

[END OF PART 2 – SCOPE OF WORK]

PART 3 – PROPOSAL SUBMISSION

3.1 Submission of Proposal

- A. All proposals must be submitted electronically through Atlanta Housing’s electronic sourcing (e-sourcing) platform – Jaggaer. AH **will not** accept any proposal in part or in whole through any other means.
- B. Service Providers interested in responding to this Request for Proposal MUST be registered with Atlanta Housing.
- C. Each proposal and all materials submitted to AH in response to this RFP shall become the property of AH. Selection or rejection of a proposal does not affect this right.

AH may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Respondent’s best terms from a cost or price and technical standpoint.

3.2 Required Representations and Certifications

The following Required Representations and Certifications must be included as a part of a Respondent’s proposal by the due date and time specified within this RFP:

Required Representations and Certifications
Debarment Certification
Respondent Disclosure Certification
Principal Personnel Disclosure Statement Certification and Instructions
E-Verify Affidavit
Fee Proposal Form
Required Representation and Certification
Clean Hands Certification
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Addenda Acknowledgement Form, (If Required)
Atlanta Housing Opportunity Inclusion Policy

NOTE 1: *Forms shall be completed, signed, and notarized where required or marked “Not Applicable” where appropriate.*

3.3 Proposal Format and Structure

Proposals shall be submitted via AH electronic sourcing (e-procurement) platform Jaggaer. The sections are as follows:

- A. Firm’s Qualifications & Service Approach
- B. Fee Proposal Form
- C. Commitment to Diversity

Proposal responses should be concise and include résumés of those persons who will work directly on AH’s work, Mandatory Forms and any other applicable exhibits specifically requested by AH within

this solicitation. Brevity with respect to proposals is strongly encouraged. The Evaluation Committee will look favorably upon succinct and direct language.

All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

[END OF PART 3 – PROPOSAL SUBMISSION]

PART 4 – PROPOSAL EVALUATION

4.1 Evaluation Factors and Award

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

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

Proposals will be evaluated based on the following Evaluation Factors:

Evaluation Factor (Question)	EVALUATION FACTORS	Submitted Yes / No	MAXIMUM POINTS
A	Project Approach	Required	40
B	Qualifications, Experience and Capacity	Required	40
C	Fee Proposal Form	Required	15
D	Commitment to Diversity	Required	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.

4.2 Evaluation Factor Description

Respondents are required to respond thoroughly to each of the following evaluation factors, 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.

Evaluation Factor A

Project Approach..... 40 Points

The proposed project approach must demonstrate the Respondent’s clear understanding of the scope of work and requirements in performing the services and providing the stated deliverable. Each Respondent must provide demonstrated evidence of a quality approach to the requirements. The Respondent’s proposal must illustrate the capability to execute the services in a timely manner.

Respondent must provide detailed and clear recommendations to approach AH’s project:

- Provide onsite updates or presentations for designated AH staff.

- Respondent capacity, plan and timeline for achieving the stated deliverables as related to each phase:
 - i. Assessment of the current state
 - ii. Proposal of Submarkets and AH Payment Standards Plan
 - iii. Implementation and maintenance of the future state

Evaluation Factor B

Qualifications, Experience and Capacity 40 Points

- Describe Respondent’s demonstrated experience in planning, managing and implementing similar engagements; evidence in achieving high quality outcomes. Additionally, the use of Geographical Information Systems (“GIS”) or comparable mapping tools is required.
- Provide the professional qualifications and experience of Respondent and demonstrated past performance on similar projects of comparable scope, magnitude, and complexity. Please provide at least five (5) comparable clients to whom you have provided similar services in the last three (3) years. Include name of company, contact person, address, phone number, fax number, email address and years of service. Please note that AH cannot be used as a reference; all references must be provided for companies other than AH. Points will not be given for any firm providing AH as a reference.
- Provide résumés and position descriptions of senior staff and point of contact staff who would potentially work on AH’s project. Provide copies of required licenses, if applicable, for appropriate positions.

Evaluation Factor C

Fee Proposal 15 Points

Respondent shall identify its pricing for the services using the Fee Proposal Form identified in **Exhibit A**. Fees must include all labor, administrative expenses, travel expenses, equipment, materials, project overhead and other cost necessary to perform work under the terms and conditions of this solicitation. Any fees for permit cost, printing cost and any other reimbursable items are the responsibility of the Respondent.

Evaluation Factor D

Contracting/Employment Opportunity Plan 5 Points

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

4.3 Evaluation and Award Process

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

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 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. 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.

Best and final offers may be requested before or after the presentation/interview process and are requested only if a firm remains within the competitive range. If a firm remains within the competitive range, AH will 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 when requested, the Respondent's immediate previous offer shall be construed as its best and final offer.

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

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.

In accordance with AH's Final Amended and Restated Contracts and Procurement Policy Statement, contracts in excess of \$400,000 are subject to approval by AH's Board of Commissioners prior to award and contract execution. The contract will be awarded to the responsible Respondent whose qualifications, price and other factors considered are the most advantageous to AH.

AH reserves the right to: 1) award this contract to one Respondent, 2) make multiple awards, 3) award without discussions and 4) negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents. AH may 1) reject any or all offers if such action is in AH's interest, 2) award contract other than to the lowest Respondent, 3) waive informalities and minor irregularities in offers received, and 4) award all or part of the requirements stated. AH reserves the right to reject an award to Respondent during the contract negotiations if 1) Respondent and AH cannot agree to mutual terms for the contract or 2) Respondent causes delay that, in AH's discretion, causes a hardship to AH.

4.4 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 companies in competitive range.

A. 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 may 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 capacity to perform the RFP scope of work based upon the results of the survey.

B. 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 scope of work delineated within this RFP in a satisfactory manner. AH will award a contract only to a Respondent who, in AH's sole opinion, has the financial ability to successfully perform the terms of this RFP.

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

[END OF PART 4 – PROPOSAL EVALUATION]

PART 5 – MANDATORY SUBMITTALS

5.1 Mandatory Submittals

The following Mandatory Submittals listed under prerequisites in the e-sourcing platform – Jaggaer must be included as a part of the proposal and received by the due date and time indicate within this RFP.

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

*****In addition, these forms are required for all joint venture partners and/or subcontractors (if applicable)***

5.2 Principal Personnel Disclosure Statement Certification Form

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

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

5.3 Disclosure Statement

Prior to award, and while Respondent is conducting business with AH, Respondent is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide a full and complete disclosure, in writing, to the 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.

5.4 Certification Regarding Debarment

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

5.5 Exceptions to the Contract Terms

EXCEPTIONS 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 WITHIN THE TIMEFRAME SPECIFIED BY AH 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).

IF RESPONDENT HAS ITS OWN FORM OF CONTRACT THAT IT MUST USE FOR THESE SERVICES, PLEASE INCLUDE IN THE PROPOSAL SUBMISSION, ALONG WITH ANY EXCEPTIONS TO AH'S FORM OF CONTRACT (SEE SECTION 5.1 - MANDATORY SUBMITTALS).

5.6 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. The E-Verify affidavit ("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.

See Part 7 – Terms Sheet of this RFP for contract terms.

[END OF PART 5 – MANDATORY SUBMITTALS]

PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS

6.1 Required AH Respondent 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Funding Limitations

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

6.8 AH Authorized Procurement Authority

In accordance with AH's Final Amended and Restated Contracts and Procurement Policy Statement, contracts in excess of \$400,000 shall be subject to approval by AH's Board of Commissioners prior to award and contract execution.

6.9 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. All Respondents are encouraged to frequently check AH's website for additional information.

6.10 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.

6.11 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 and 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.

6.12 Contracting Officer

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

[END OF PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS]

PART 7 – TERMS SHEET

*The following suggested terms will be incorporated into the contract between the successful Respondent (“Contractor”) and AH. The following suggested terms that will be included in the contract are not inclusive of all terms that may become a part of the contract. Many of the suggested terms are contractually or legally required to be in AH’s contracts. AH may reject Respondent’s proposal if AH and Respondent cannot agree to mutual terms for the contract. AH may reject Respondent’s proposal if Respondent cannot agree to certain required provisions. **AH may reject Respondent’s proposal if Respondent causes delay that AH determines, in its discretion, to be detrimental to AH. All exceptions/objections to these suggested terms should be stated in writing as an “Exception to Contract Terms” and submitted with the proposal response.***

7.1 Invoices

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

7.2 Personnel

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

7.3 Contractor's Responsibilities

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

7.4 Insurance

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

A. Minimum Limits and Coverage

1.1 For purposes of this Section, AH is defined as its commissioners, officers, directors, employees, and volunteers. Contractor must maintain the minimum limits and coverage identified below during the term of this Agreement:

- i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia
- ii. Employer's Liability:
 1. \$500,000 each accident for bodily injury by accident
 2. \$500,000 each employee for bodily injury by disease
 3. \$500,000 policy limit for bodily injury by disease;
- iii. Commercial General Liability:
 1. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 2. \$1,000,000 for personal and advertising injury liability;
 3. \$1,000,000 aggregate on products and completed operations;
 4. \$2,000,000 general aggregate.
- iv. Automobile Liability:
 1. \$1,000,000 combined single limit each accident
 2. Coverage shall be for any auto (including owned, hired, and non-owned autos)
- v. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH
- vi. Cyber Liability insurance in the amount of no less than \$2,000,000 per claim and \$3,000,000 aggregate. In addition to having favorable cyber-risk controls and processes in place, Consultant shall have Cyber Liability Insurance with coverage to protect Atlanta Housing, including both first and third party coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery,

unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

1.2 The following are additional requirements with respect to insurance coverage:

- i. **Additional Insured Endorsement:** Blanket additional insured coverage is required for Commercial General Liability, Automobile Liability and Cyber Liability, to include AH; its Commissioners; its officers, directors, employees, and volunteers; and any other party as may be required.
- ii. **Proof of insurance must be provided to AH prior to execution of this Agreement and prior to the start of any Option Terms, as applicable.** AH specifically reserves the right to require Contractor to provide certified copies of such policy or policies.
- iii. The insurance carrier must be licensed to transact business in the State of Georgia and must carry a current A.M. Best's rating of no less than A-.
- iv. Contractor agrees to notify AH in writing with 30 days' notice of any substantial change in such insurance coverage described herein to Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested. *Substantial change* includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.
- v. AH reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, AH reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.
- vi. The minimum insurance coverage limits outlined herein do not preclude Contractor's contractual obligations to cover losses for which it is liable in accordance with this Agreement. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- vii. Failure of Contractor to fully comply with the insurance requirements of this Agreement will be considered a material breach of this Agreement.

7.5 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.

7.6 Compliance with Laws

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 now or hereafter in effect during the term of the contract, 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.

a. 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.

b. Clean Air and Clean Water

For contracts in excess of \$100,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

c. 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.

e. 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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 agreed to by the parties. 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.

7.13 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 Senior Vice President, Contracts and Procurement. The Disclosure Statement must be presented on Contractor's letterhead, notarized and signed by the individual making the disclosure.

7.14 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 Senior Vice President, Contracts and Procurement, 230 John Wesley Dobbs Avenue, 5th Floor, Atlanta, Georgia 30303-2421.

7.15 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 period, Contractor is obligated to notify AH if the name or corporate structure changes, including any merger, acquisition, sale or restructuring 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.

7.16 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.

7.17 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.

7.18 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.

7.19 Required AH Supplier 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.

7.20 Exceptions to Contract

Respondents' proposed exceptions to the Form of Contract must be identified and submitted with the Respondents' proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements and required HUD terms and conditions.

Prior to award, and if necessary, the apparent winning Respondent will be required to enter into discussions with AH to resolve any contractual differences before an award is made. These discussions will be finalized and all exceptions resolved within the timeframe specified by AH after notification of potential award. Failure to resolve contractual differences, including failure to return signed documents within time frames specified by AH, will lead to rejection of the Service Provider's proposal

7.21 Exceptions to Contract

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).