



# Request for Proposals #2023-0080

## Housing Choice Voucher Program Administration Services

### PART 1 – GENERAL INFORMATION

#### 1.1 About Atlanta Housing

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

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

#### 1.2 Solicitation Purpose

Atlanta Housing desires to consider competitive proposals(s) to enter into a contract(s) with one or more well-qualified professional consulting firm(s) with experience and deep subject matter expertise regarding the administration and regulatorily compliant operation of several key functions of a federally funded Housing Choice Voucher Program currently administered directly by Atlanta Housing. Atlanta Housing is particularly interested in proposals that detail efficiency and process improvements that ultimately reflect a greater number of families served with improved levels of service and shorter processing times in a cost-effective manner that leverage nation-wide best practices incorporating strong elements of cost avoidance and cost containment to drive value and the excellent administration of the Housing Choice Voucher Program.

Atlanta Housing is anticipating evaluating various proposals and will consider same for an award of a firm fixed rate contract(s) with minimum performance thresholds and specific mechanisms for shortfalls as well as performance-based incentives for sustained service delivery that exceeds minimum thresholds and enhance client experience.

#### 1.3 Contract Term

Contract(s) awarded from proposals received in answer to this solicitation will be for an initial term of three (3) years with options to extend the contract(s) annually, at Atlanta Housing’s sole discretion, for up to Seven (7) one-year terms for a potential total maximum term of ten (10) years.

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**1.4 Schedule of Events**

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

EVENTS	DATE AND/OR TIME
<b>RFP Released</b>	<b>Thursday, March 23, 2023</b>
<b>Pre-Proposal Conference</b> Date and Time	<p><b>Tuesday, April 18, 2023</b>  <b>2pm – 3pm</b></p> <p><b>Via ZOOM:</b></p> <p><a href="https://atlantahousing.zoom.us/join/91234567890">https://atlantahousing.zoom.us/join/91234567890</a></p> <p><i>After registering, you will receive a confirmation email containing information about joining the meeting.</i></p>
<b>Deadline for Questions and/or Comments</b>	<b>Wednesday, May 03, 2023, by 3:00 P.M., EST</b>
<b>Proposal Due Date and Time</b>	<b>Wednesday, May 24, 2023, by 3:00 P.M., EST</b>

**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 Submission of Qualification of any Respondent violating this provision.

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- 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, April 18, 2023, and 3:00 P.M. EST, Wednesday, May 03, 2023.**
- 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 other requests for information or clarification pertaining to this solicitation must be addressed in writing.

RFP Point of Contact
Sopheria Lambert Team Lead, Purchasing The Housing Authority of the City of Atlanta, Georgia Contracts & Procurement Department 230 John Wesley Dobbs Avenue, NE 5 <sup>th</sup> Floor Atlanta, Georgia 30303-2421 <a href="mailto:Sopheria.Lambert@atlantahousing.org">Sopheria.Lambert@atlantahousing.org</a>

**PART 2 – SCOPE AND STATEMENT OF WORK**

**2.1 Scope of Work**

Atlanta Housing desires to consider competitive proposal(s) to enter into a contract(s) with one or more well-qualified, experienced professional consulting and management firm(s) with experience and deep subject matter expertise regarding the administration and regulatorily compliant operation of all of the key functions of a federally United State Department of Housing and Urban Development (“HUD”) funded Housing Choice Voucher Program currently administered directly by Atlanta Housing. The program currently serves approximately 17,631 households through the direct administration of approximately 10,808 Tenant Based Vouchers; 10,808 Tenant Based Vouchers, 9,463 in jurisdiction and 1,334 outside of jurisdiction; 6,100 HomeFlex Vouchers (formerly known as Project Based Vouchers) and 1,831 Rental Assistance Demonstration Program (“RAD”) Vouchers. Atlanta Housing currently maintains a waitlist of 24,500 families who have applied for Housing Choice Voucher rental assistance. Atlanta Housing is particularly interested in proposals that detail efficiency and other process improvements that ultimately reflect a greater number of families served with improved levels of service and shorter processing times in a cost-effective manner that leverage nation-wide best practices incorporating strong elements of cost avoidance and cost containment to drive value and otherwise demonstrate an excellent administration of the Housing Choice Voucher Program.

**2.2. Statement of Work and Specific Requirements**

Atlanta Housing is inviting very well-qualified, experienced professional consulting and management firms(s) to evaluate Atlanta Housing’s current administration of its federally HUD funded Housing Choice Voucher Program. Interested Respondents are requested to propose an outsourcing plan designed to deliver an efficiently and well administered Housing Choice Voucher Program that includes

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enhancements and innovations for program participants. Enhancements could include, but be not limited to, strict adherence to regulatorily required oversight, value added additional customer service to landlord and tenant participants, high performing best-in-class management practices with negotiated Key Performance Indicators (“KPI’s) and service delivery that maximizes operations.

**Requirements**

- Not less than ten (10) years of prior relevant experience directly managing important aspects of a HUD Funded Housing Choice Voucher Program.
- The means to staff, train and maintain a physical staff presence in or around the Atlanta Metropolitan area. Services that can be performed remotely effectively may be considered.
- Interested Respondents shall agree to incorporate interviewing all incumbent personnel whose employment by Atlanta Housing would be outsourced. Interested Respondents must take former Atlanta Housing employees into serious consideration and may not hire individuals without considering highly evaluated or high performing displaced Atlanta Housing staff directly or indirectly impacted by this contract.
- Atlanta Housing is among industry leaders embracing Moving-to-Work (“MTW”) flexibilities to reform the Housing Choice Voucher Program. Atlanta Housing constantly seek innovation that simplifies processes and promotes the transparency in the administration and management of the HCV Program.
- AH has implemented a variety of technology solutions to meet the needs of its business users. AH requires that any new technology proposed by the Selected Respondent(s) meets compatibility with existing environments. The respondents are required to adhere to AH standards and policies and maximize the use of existing technology platforms and systems. AH’s existing technology environment is characterized by the following:

Applicable Atlanta Housing Systems
<ul style="list-style-type: none"> <li>• Landlord Portal</li> </ul>
<ul style="list-style-type: none"> <li>• Rent Cafe</li> </ul>
<ul style="list-style-type: none"> <li>• Yardi Voyager</li> <li>• Interactive Voice Recognition (IVR) System</li> </ul>
<ul style="list-style-type: none"> <li>• Landlord Check-In Kiosk Software System</li> <li>• Landlord Portal/File Audit Management Tool - Landlord Portal and Quality Control Management System (QCMS) Hosting</li> <li>• VLA Adobe E-Sign to support CVR Associates landlord mgmt. system</li> <li>• Landlord and Voucher Briefing Scheduling Software</li> <li>• Property damage estimation software for AH Inspections team</li> </ul>
<ul style="list-style-type: none"> <li>• Formsite</li> <li>• Xactiware and/or DocuSign</li> </ul>
<ul style="list-style-type: none"> <li>• Knowledge Lake</li> <li>• SharePoint</li> </ul>

- Administration Components that provide consistent communication, an adequate separation of duties and higher quality of services across the program.

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- The Selected Respondent will be required to provide outstanding and professional service, as well as courteous and timely response to challenges, concerns or questions regarding program administration and rules.
- The Selected Respondent will be required to monitor and report to AH the outcomes of the contract and program compliance to ensure that performance is consistent across Administration Components.
- The Selected Respondent will also be expected to recommend innovations to the administration of the Housing Choice Voucher Program, including innovations made possible through Atlanta Housing's flexibilities under the MTW Program.

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**Current State**

Atlanta Housing's Housing Choice Voucher Group is currently comprised of the following divisions:

- Housing Choice Administration
- Housing Services
- Housing Choice Contact Center/Customer Service
- Inspection Services

The divisions of the Housing Choice Voucher Group comprise 101 of 358 personnel positions at Atlanta Housing or approximately 28% of all personnel positions at Atlanta Housing.

The Atlanta Housing Choice Voucher Program currently serves 17,631 households through the direct administration of nearly 10,808 Tenant Based Vouchers, 9,463 in jurisdiction and 1,334 outside of jurisdiction (TBV) and 6,100 Project Based Vouchers (also known as "PBV" or "HomeFlex") and approximately 1,831 Rental Assistance Demonstration ("RAD") vouchers.

The solicitation only comprises: (1) the complete administration of the Atlanta Housing Choice Voucher Program Tenant Based Vouchers, which 9,700 in jurisdiction vouchers and 1,400 out of jurisdiction vouchers for a total of 11,100 vouchers; (2) \_\_\_\_\_ Special Purpose Vouchers (e.g., VASH, Home Again, etc.); and (3) inspection services, only, pertaining to the 6,100 HomeFlex Vouchers and the 1,831 RAD vouchers.

Pursuant to Atlanta Housing's Moving-to-Work demonstration program, Atlanta Housing maintains a household work requirement. Over time Atlanta Housing has successfully inched towards its stated goal of 75% compliance. Currently, Atlanta Housing staff has achieved 73% work rule compliance.

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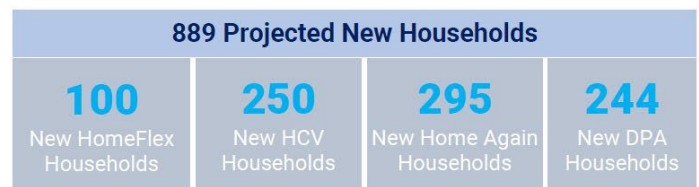
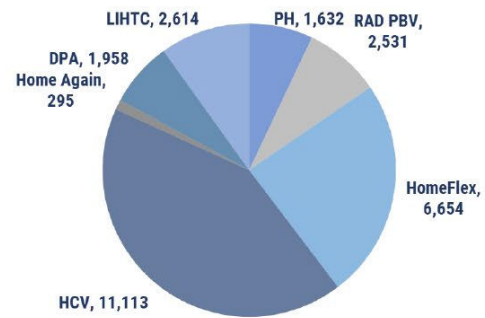
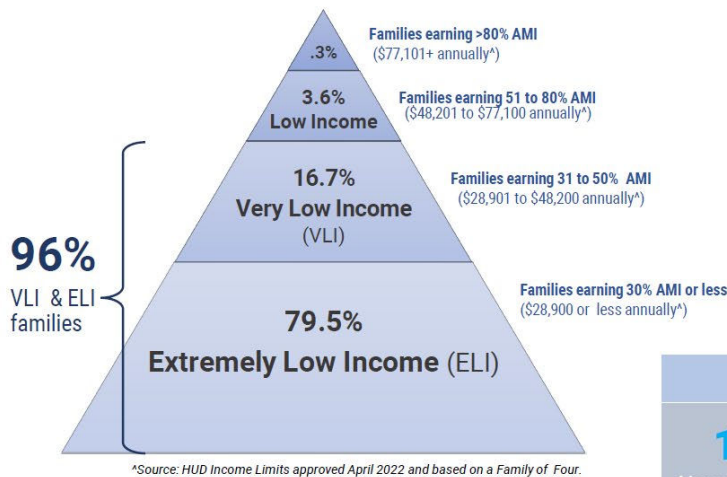
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## Program Highlights by the Numbers

# PROJECTED FY 2024 HOUSEHOLDS SERVED



**26,797** Projected Total Households (HHs) Served in FY 2024



Current Key Performance Indicators (KPI's)	As of June 30, 2022, AH performed the following transitions.
1. Admissions	750
2. Re-examinations (Annual/Bi/Tri)	5,800
3. Transfers or Moves	1,450
4. Portability Billings Transactions	20,446
5. Portability Port Out Request	1,100
6. Opt Out Vouchers	150
7. Housing Assistance Payments	\$ 133,054,150
8. Inspection Excellence Program	<ul style="list-style-type: none"> <li>✓ 20,536 - Inspections per Year</li> <li>✓ 65 - Property Assessment Inspections</li> <li>✓ 2,354 - Initial or Move-in Inspections</li> <li>✓ 8,006 - Annual or Renewal Inspections</li> <li>✓ 1,615 - Special Inspections</li> <li>✓ 153 - Quality Control Inspections</li> <li>✓ 1,370 - Biennial Inspections</li> <li>✓ 9,973 - Reinspection</li> </ul>
9. Event Management	2
10. Compliance Reviews	607
11. Fingerprinting/Criminal Background Screening	2,188
12. Quality Assurance / Quality Control	3,082
13. Number of Calls Received by the AH HCVP Call Center (July 1,	78,595

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2022 – February 28, 2023 – 7 months)	
14. Number of Calls handled by Agents from AH HCVP Call Center (July 1, 2022 – February 28, 2023 – 7 months)	51,689
15. Monthly Average Calls Received by AH HCVP Call Center (July 1, 2022 – February 28, 2023 – 7 months)	11,228
16. Percentage of Call Answered by a Customer Care representative of the AH HCVP Call Center (July 1, 2022 – February 28, 2023 – 7 months)	66%

**Strategic Plan<sup>1</sup> of Atlanta Housing**

- Create or Preserve 10,000 Affordable Housing Units
- Enhance Housing Assistance Resources for Atlantans in Need
- Create Opportunities for Individuals, Families, and Children to Thrive
- Build or Expand Partnerships to Pool Resources and Maximize Impact for the Benefit of Families
- Communicate the Impact of Atlanta Housing’s Work to Atlanta
- Strengthen Atlanta Housing Operations

Under Atlanta Housing’s Housing Choice Voucher Program Atlanta Housing directs housing assistance to clients in partnership with private market landlords who provide units that meet and exceed minimum housing and community standards. Atlanta Housing wishes to consider proposed methods and means it can further two aspects of its Housing Choice Voucher Program focus areas of expanding the use of tenant-based vouchers to areas of opportunity and do so while acting as good stewards of resources. Due diligence requires soliciting and obtaining marketplace data regarding enhanced service levels and cost implications for essential resident services to leave more funds for direct housing assistance via a contracted performance measured contract. Atlanta Housing believes its has been and continues to be cost effective with funding from the public trust, but at regular intervals it must evaluate the current marketplace for private service delivery presumably incorporating best practices from throughout the country.

Atlanta Housing can further its Strategic Goals by optimizing its Housing Choice Voucher Program and leverage its accumulated institutional history of scaling up its service model over time to emphasize service to households and individuals requiring assistance from one of a direct and exclusive provider of housing towards managing a diverse portfolio of housing options in the most cost effective and programmatically effective way possible.

**Areas Under Consideration for Performance Contracting**

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<sup>1</sup> [Strategic Plan and Affordable Housing Programs Overview Dashboard - Atlanta Housing](#)



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Atlanta Housing is looking for Respondents to address how they propose to become a direct contract provider of services to Atlanta Housing in the following areas:

Housing Choice Voucher Program Areas Covered by the Present Request for Proposal
<p>Waiting List Selection / New Admissions Processing</p> <ul style="list-style-type: none"> <li>• Maintain real-time reports of Voucher utilization by types (e.g., Special Purpose Vouchers/HAVEN, Mainstream 5, Emergency Housing Voucher, Tenant Based Voucher/AH Housing Choice Voucher Program).</li> <li>• Waiting List Administration.</li> <li>• New Admissions Processing.</li> <li>• Housing Counselors.</li> <li>• Port-in Absorptions.</li> <li>• All above activities will be processed via AH’s Rent Café.</li> </ul>
<p>Recertifications/Interims</p> <ul style="list-style-type: none"> <li>• Verify family composition and income in order to recalculate the tenant’s Total Tenant Payment (TTP) and tenant rent and the assistance payment provided by HUD.</li> <li>• Conduct Interim Recertification when a tenant experiences a change in income or family composition between annual recertifications.</li> <li>• Process Recertifications and Interims.</li> <li>• Port Outs – Administer the Port-Out processing including processing Portability Billing in accordance with HUD rules and regulations.</li> <li>• Program Moves when program participant request to move or transfer to another unit.</li> <li>• Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements, from time to time.</li> </ul>
<p>Landlord Services</p> <ul style="list-style-type: none"> <li>• Dedicated and assigned account representatives.</li> <li>• Manage caseload of property owners/landlords and serve as primary point of contact for AH’s relationship with single/multi-family property owners, private developers, apartment finders, real estate agents and property management companies resulting in the provision of quality housing opportunities for Housing Choice Participants.</li> <li>• Always maintains productive professional relationships with internal and external business partners.</li> <li>• Processes and reviews all landlord related paperwork and submissions within established cycle times and by following Housing Choice Voucher Program (“HCVP” or “the Program”) policies and departmental procedures for numerous processes, including but not limited to: determining the landlord’s initial eligibility for the Housing Choice Voucher Program via the new Property Owner Application (“POA”), changes of ownership, requests for tenancy approval, housing assistance payments contracting, rent increase requests and utility changes, contract renewals, landlord information changes, property protection claims, and landlord related complaints/concerns.</li> <li>• Negotiates contract rent with landlords for new move-ins and upon contract renewal.</li> <li>• Submits violations on behalf of landlords to compliance; communicates decision to property owners/landlords as appropriate.</li> <li>• Process Rent Annual Increases.</li> </ul>

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- Administer Incentive Referral Program.
- Manage Owner/Landlord portal that stresses self-maintenance of landlord profiles and provides customer support upon request.
- Administer and enhance Property Protection Program to incentivize continuing and new landlord/owner participation in the Program.
- Administer paperless correspondence of Lease Documents and formal correspondence.
- Conduct and analyze Customer Surveys
- Ensure expedited Lease-ups.
- Ensure monthly payments of landlords.
- Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements, from time to time.

**Quality Assurance**

- Manage Respondent’s employees serving as Housing Services Quality Assurance (“QA”) Analysts who primarily conduct analytical file reviews for Housing and Landlord Services to identify programmatic errors, and to pinpoint gaps in administrative policies and procedures.
- Maintain the QA Analyst reviews and stay current with statutory, regulatory, and administrative policies associated with HUD, HCVP, and LIHTC programs to determine changes required to foster improved program performance, accountability, and cost-effectiveness.
- Report-out of file reviews, performed by and on QA Analyst and communicate, implement program corrective actions, track for accuracy and implement activities related to improving the quality of operation of the voucher programs.
- Provide other quality assurance activities including, but not limited to, providing key recommendations to management on findings and methods to improve business operations, program compliance, and data integrity, and to identify training gaps discovered as part of the quality assurance reviews.

**Program Compliance – Landlord / Tenant Services.**

- Process Informal Reviews, Denials and Terminations.
- Tenant Repayment Agreement and Income Validation, HAP termination, participant termination, applicant denials and other program terminations.
- Work closely with AH’s Office of the General Counsel to process and finalize the grievance process.
- Prepare reports for Agency review and transmission to HUD.
- Determination and Administration of Housing Assistance Payments (“HAP”).
- Conduct investigations related to fraud and other compliance concerns.
- Administer reasonable accommodations and other fair housing requests consistent with the Voluntary Compliance Agreement between Atlanta Housing and HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”).
- Ensure that the Program remains compliant with HUD regulations and AH’s MTW Plan.
- Innovate the Program employing: (1) best practices from around the country, and (2) flexibilities allowed to Atlanta Housing under its MTW authority.
- Perform such other related services as may be required from a change in HUD

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Housing Choice Voucher regulations or requirements, from time-to-time.
<u>Inspection Services / Vacant Unit Tracking</u> <ul style="list-style-type: none"> <li>• Streamline and document Inspection Standards</li> <li>• Administer incentives for landlords successfully passing inspections as a result of the initial visit</li> <li>• 2 hour or shorter inspection window for Landlords</li> <li>• 4 hour or shorter inspection windows for Tenants</li> <li>• <u>Conduct inspections/reinspections/special inspections for: (1) Tenant-based Housing Choice Voucher units, (2) HomeFlex Voucher units, (3) other related units under the ownership of Atlanta Housing or units receiving subsidy from Atlanta Housing</u></li> </ul>
<u>Call /Contact Center - Customer Service</u> <ul style="list-style-type: none"> <li>• Administer Contact Center and Customer Service components within optimal time frames to answer and respond to client contacts.</li> <li>• Ensure a 95% or better <i>call answered to call received</i> rate throughout the contract term</li> <li>• Conduct Customer Surveys of participant and landlord satisfaction</li> </ul>

Atlanta Housing intends to evaluate all proposals submitted in contemplation of a full outsourcing of its current HCVP Program but reserves the right to negotiate various aspects of the program and may award less than full outsourcing. Moreover, Atlanta Housing, at its sole discretion may award various aspects of its HCVP Program to more than one Respondent or may determine that a hybrid privatization would be in its best interest, at its sole discretion and may award significant aspects of the HCVP program while retaining other core functions. It is impossible for Atlanta Housing to determine how much of the program to award prior to receiving proposals in answer to this solicitation. Respondents are encouraged to address all aspects of the professional services required to administer the whole program and to detail its proposed method, means and service level expectations as well as a staffing plan to demonstrate the viability of a full award of the program.

The selected Respondent(s) would recognize an exclusive right of first offer for additional Housing Choice Voucher related administration with adequate notice and via a contract amendment if requested by Atlanta Housing exclusively. This recognizes that some time during the total period the contract might be effect, that Atlanta Housing might have more real time information regarding the efficacy of performance contracting outcomes and actual Award from this solicitation and subsequent possible negotiated expansion of services remains at the exclusive discretion of Atlanta Housing.

**Core functions**

**Housing Choice Administration**

**Wait List and New Admissions**

1. Maintain HCV Wait List
  - a. 98% utilization of Move to Work (MTW) and non-MTW Units Month Leased (“UML”) or Annual Budget Authority (“ABA”), or as otherwise directed by AH.
2. Conduct and administer general and special wait list openings, maintenance of waiting lists and

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closing(s) or waiting list.

3. Track utilization and projection of wait list pulls.
4. Administer HCV-HUD Targeted Funding Vouchers
5. Process Admission records via AH's Rent Café
6. Process Admissions of Relocated Homeflex or Public Housing families.
7. Administer Port-In Process and billing.
8. Administer the Port Out Process, including processing of Portability billing.
9. Process HCV Informal Review of Denial
10. Process Initial Eligibility and Leasing of Opt-Out Vouchers
11. Maintain real-time reports of Voucher utilization by types (e.g., Special Purpose Vouchers/HAVEN, Mainstream 5, Emergency Housing Voucher, Tenant Based Voucher/AH Housing Choice Voucher Program)
12. HAVEN Voucher Administration as indicated below:

<ul style="list-style-type: none"> <li>• Haven Voucher Administration (Homelessness Services)</li> </ul>
<ul style="list-style-type: none"> <li>• Violence Against Women Act (VAWA) / Reasonable Accommodations/Reasonable Accommodations/</li> </ul>
<ul style="list-style-type: none"> <li>• New Admissions / Special Moves / Housing Counselors / Wait List</li> </ul>

**Annual, Biennial and Triennial Interim Recertifications – (for all Voucher Programs)**

1. Verify family composition and income in order to recalculate the tenant's Total Tenant Payment (TTP) and tenant rent and the assistance payment provided by HUD.
2. Conduct Interim Recertification when a tenant experiences a change in income or family composition between annual recertifications.
3. Place/remove approved holds on HAP payments.
4. Process Recertifications and Interims via AH's Rent Café
5. Process Homeownership annual reviews
6. Perform such other related services as may be required from a change in HUD Housing Choice Voucher regulations or requirements, from time-to-time.

**Process Transfers, Moves, Vacant Units Moves**

1. Process Transfers and Program Moves
2. Special Moves, i.e., Mandatory, Emergency, Elective
3. Housing Counseling Services
4. Enforce Participant Compliance
  - a. Review and investigate internal and external program violations and non-compliance allegations ensuring implementation of applicable enforcement actions.
  - b. Conduct administrative reviews when necessary.
5. Resolve Cases Assigned for Follow-up and Resolution
  - c. Respond to and provide resolution to assigned cases within the designated time frames referenced on each case or the established Atlanta Housing's Service Level Agreement. Cases include but are not limited to:
    - i. Proposed Terminations

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- ii. Information Hearing and Reviews
  - iii. Perform Criminal Screening and Fingerprinting for incoming ports
  - i.
6. Issue and manage Tenant Repayment Agreements
  7. Review Income Discrepancy and 120 Day Income Reviews of new program participants.

**Quality Assurance**

1. Conduct Quality Assurance Reviews
  - a. Ensure accuracy of the applicant and/or participant’s files
  - b. Conduct a full Quality Assurance review (100%) on the applicant portfolio and Request for Tenancy Approval (“RTA”)/Contract executions and a Quality Assurance review of a minimum size sample of twenty percent (25%) of total monthly transactions. The sample size will consider all participants under management and will be conducted via a random sample or other appropriate risk-based approach to selecting files.
    - i. Take all necessary actions to correct file findings provided by AH; and
  - c. At a minimum, review the appropriate documentation of initial and continued eligibility including hearings and terminations and, to the extent necessary, take appropriate action to correct or remedy any discrepancies discovered, regardless of when the error occurred as a quality control review.
2. Provide other quality assurance activities including, but not limited to, providing key recommendations to management on findings and methods to improve business operations, program compliance, and data integrity, and to identify training gaps discovered as part of the quality assurance reviews.
3. Provide a comprehensive Policies and Procedures Manual which is consistent with Atlanta Housing’s Statement of Corporate Policies

**Landlord / Tenant Services**

1. Screen Owners
  - a. Eligibility and Ownership Verification
2. Dedicated Account Representatives
3. Referral Incentive
4. Owner Portal
5. Paperless Correspondence – Lease documents
6. Customer Surveys
7. Expedited Lease-ups
8. Resolve owner’s concerns or inquiries in collaboration with all other Administration Component teams regardless of which team may be servicing the participant in the owner’s property.
  - a. Address any questions or concerns related to the Owner’s portfolio.
  - b. Review and investigate internal and external non-compliance allegations and ensure implementation of applicable actions.
9. Ensure Owner Compliance
  - a. Verify proof of ownership
  - b. Verify most recent taxes were paid.
  - c. Verify no familial relationship exists between the owner and any member of the participant household.
  - d. Verify owners are not on the *Do Not Lease List*
  - e. Conduct Criminal Background Checks
10. Maintain Owner Accounts

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- a. Process mandatory direct deposit enrollment
    - i. In collaboration with HCV Regional Office Administration teams, place/remove approved holds on HAP.
  - b. Receive liens citations and judgments and take appropriate action.
  - c. Ensure that IRS tax liens are withheld from owners and paid to the IRS timely
  - d. Process changes of ownership and change of management.
  - e. Maintain accurate owner accounts.
  - f. In conjunction with AH Legal and HCV Finance Departments, place liens on properties for owners that default on repayments to Atlanta Housing
11. Negotiates contract rent with landlords for new move-ins and upon contract renewal.
12. Administer Owner Suspension Guidelines
- a. Coordinate with Inspections Department to ensure all units are appropriately added and removed from the program.
  - b. Ensure that owners are added and removed appropriately from the Owner Suspension List.

**Inspections Services**

Provide inspection services including managing and conducting inspections for the Tenant-based Housing Choice Vouchers (“HCV”), Project-based Vouchers (“HomeFlex” of “PBV”), and Rental Assistance Demonstration (“RAD”).

AH administers approximately 23,000 tenant-based inspections throughout AH’s programs to include Tenant-based HCV inspections that includes initial, annual, special, re-inspections and biennial as well as 25% of the RAD and Homeflex (project-based) rental units.

1. Scheduling and Notifications
  - a. Schedule inspections and send notifications of inspection appointments to owners and participants.
  - b. Ensure inspections are performed within timeframes required by Atlanta Housing and provided on inspection scheduling letters.
  - c. Ensure responsiveness to participants and owners with inspection scheduling concerns.
2. Conduct Initial, Annual/Biennial, and Special Inspections (including re-inspections)
  - a. Use photographs in concert with form HUD 52580 or 52580A (inspection form) to improve HQS and AH’s Enhanced Inspection oversight by documenting specific deficiencies and use of photographs verifying all inspection corrections.
  - b. Catalog photos of units and maintain storage of photos for retrieval.
  - c. Communicate inspection results to vendor(s) responsible for HCV Administration ???
  - d. Generally, conduct inspections between 8:00 a.m. and 5:00 p.m. EST Monday through Friday, excluding Atlanta Housing holidays

Vacant Units that are not under lease at the time of the scheduling of the physical inspection will not be inspected.

3. Conduct Inspection using AH’s Excellence Enhanced Protocol
4. Conduct Quality Control (“QC”) of inspections and inspectors
5. Conduct Environmental Investigations in Elevated Blood Lead Level (“EBLL”) Cases. A confirmed concentration of lead in whole blood of a child under age six equal to or greater than the concentration in the most recent guidance published by US Health and Human Services Administration (“HHS”).
6. Coordinate with AH to conduct monthly inspection workshops for program owners and participants
7. Provide prompt response times, meet deadlines, maintain punctuality, present progress

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reports and manage priorities and deliverables effectively.

8. Internal Controls: Document and maintain clear processes, procedures and systems.
9. Maintain well organized electronic filing, labeling and documentation.
10. Provide respectful interactions that include, but are not limited to, verbal and written communications, appropriate work attire and superior deliverables

#### **Call Center**

Perform Customer Service Call Center activities in accordance with HUD regulations and AH policies.

1. Provide staff and administer Customer Service Call Center
2. Call Center must be able to fluctuate between unpredictable call volumes
3. Provide Call Statistics Detail and Summary Reports which, at a minimum, include information on the following: (reports can be broken down by current day, specific day, or date range):
  - a. Statistics
  - b. End of Call Disposition
  - c. Call Counts (daily, weekly, monthly, and annual)
  - d. Reason for Call (Call Disposition)
  - e. Duration of Calls for Category in Call Disposition
  - f. Grand Totals for all above information
4. Provide monthly report with detailed information on escalated calls.
5. Accurately track calls handled (by creating case) in AH's System(s)
6. Provide resolution to caller's inquiry/concern or assign to operations for follow-up and resolution.
7. Properly access and use AH's IT systems for processing transactions
8. Provide excellent customer service to program participants, applicants, landlords, AH representatives and the public.
9. Accept calls and address caller issues, escalating to appropriate staff when needed.
10. Meet goals for staff utilization, average handle time ("AHT"), and other measures as specified by supervisor.
  
11. Allow customers to access customer service representatives who are fluent in both English and Spanish during normal Call Center hours of operation.
12. Utilize AH's Language Line to assist Limited English Proficiency ("LEP") and hearing-impaired callers.
13. Ensure seamless and courteous services to internal and external customers.
  - a. Immediately report to AH any personnel or technical incidents related to inadequate/unsatisfactory or fraudulent behavior of Selected Respondent(s)'s personnel.
  - b. Regularly share data, progress reports and maintain open lines of communication with all other Administration Component teams to ensure program compliance.

#### **HCVP Communications, Workshops and Events**

1. Develop HCV related videos as needed.
2. Ensure Landlord Advisory Group meetings, which is one group of approximately 30 people who meet quarterly.
3. Conduct an annual Landlord Symposium for participating and potential landlords and vendors

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4. Update and maintain accurate Atlanta Housing and HUD Forms, Materials, Newsletters, Guidebooks and Manuals

**Core functions that Performance Contracting must incorporate into an administrative plan for a Public/Private partnership with Atlanta Housing for private management of AH's Housing Choice Voucher Program.**

1. Provide Outstanding Level of Customer Service Through the Transparent and Respectful Interactions of a Diverse Workforce with a High Level of Integrity
  - a. Implement the following Customer Service components into their business practice:
    - i. Accountability: Maintain strict Human Resources and Conflict of Interest Policies, ensuring contract compliance, prompt implementation of AH directives, collaboration across work teams and Administration Components and communication (i.e., lateral, vertical, internal and external).
    - ii. Timeliness: Provide prompt response times (meet deadlines and key performance indicators), maintain punctuality, present progress reports and manage priorities and deliverables effectively.
    - iii. Internal Controls: Document and maintain clear processes, procedures and systems.
    - iv. Organization Standards: Maintain well organized electronic filing, labeling and documentation.
    - v. Professionalism: Provide respectful interactions that include, but are not limited to, verbal and written communications, appropriate work attire and provide superior deliverables.
    - vi. Recruitment and Retention of Personnel: Staff, train and retain outstanding employees; and
    - vii. Collaboration: Participate in pilots of new services, business processes or technologies and cooperate with internal and external partners.
  - b. Provide bilingual services to AH clients with Limited English Proficiency (“LEP”), when requested.
  - c. Monitor internal customer service through online evaluations.
  - d. Perform random audits of participant and owner files in Atlanta Housing’s System(s) to ensure proper implementation of AH’s policies, advisories and HUD PIH-Notices.
  - e. Ensure that all documents are retained in AH’s electronic filing System(s).
  - f. Ensure timely and appropriate response to internal and external customers.
2. Ensure Seamless and Courteous Services to Internal and External Customers.
  - a. Immediately report to Atlanta Housing any personnel or technical incidents and/or the inadequate/unsatisfactory or fraudulent behavior of Selected Respondent(s)’s personnel.
  - b. Ensure all correspondence related to awarded Administration Component(s) is properly scanned and indexed into Atlanta Housing’s System(s) within forty-eight (48) hours of receipt or issuance.
  - c. Pull data directly from Atlanta Housing’s System(s) to monitor compliance and determine appropriate corrective actions; and
  - d. Regularly share data, progress reports and maintain open lines of communication with all other Administration Component teams to ensure program compliance.
3. Support AH’s New Initiatives and Program Development.
  - a. Assist in the development and implementation of MTW and non-MTW policies.
  - b. Assist Atlanta Housing with the implementation of special initiatives.
4. Adhere to Atlanta Housing’s Branding.



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- a. “Atlanta Housing” or any other language that references the AH, Atlanta Housing or Atlanta Housing Authority may only be used upon written approval from Atlanta Housing, which shall not be unreasonably withheld. Atlanta Housing reserves the right to revoke such approval at any time.
- 5. Maintain Complete Files.
  - a. Ensure that all pertinent tenant and owner information is maintained within the AH’s electronic system(s) for immediate retrieval for audit purposes and for documentation for the purpose of investigating fraud and noncompliance.
- 6. Provide Support During Internal, External and Independent Audits
  - a. Coordinate with AH staff in the production of files and associated documentation in response to audit.
  - b. Work collaboratively with AH staff to ensure timely response to all audit inquiries and shall assist in the defense of program findings, if any
  - c. In the event that an audit results in corrective action, work within the designated timelines to ensure that all corrective actions are taken, and proper documentation of such corrective actions is maintained
    - i. Ensure “High Performer” status in any and all applicable indicators within each Administration Component awarded.
- 7. Reporting
  - a. Maintain Information Management System (“IMS”) – PIH Information Center (“PIC”) submissions of ninety-five percent (95%) or greater of the files and perform required transactions utilizing PIC and Enterprise Income Verification (“EIV”) where applicable.
  - b. Run and submit reports to AH on an on-going basis and, if needed, take appropriate corrective action(s).
- 8. Working Hours
  - a. Operate Customer Service Call Center, and/or any other phone bank from 8:00 a.m. to 5:00 p.m. Eastern Standard or Daylight Savings Time (ES/DT) every Monday through Friday and after hours by appointment as necessary.
  - c. Suspend operations to public on observed AH holidays.
- 9. Certification of Staff.
  - a. Ensure that all personnel performing services hereunder are certified within one hundred and twenty (120) days of their commencement of work by an entity recognized and approved by Atlanta Housing.
  - b. Provide on-going training relevant to the services provided that will ensure the proper implementation of existing and new policies and procedure.

**Elements of Cost**

Subject to the Successful Respondent(s) proposal(s), Atlanta Housing may provide the following office space and equipment at rates agreed on by the Successful Respondent and Atlanta Housing:

Administration Component	In-Office Computers	Mail & Postage	In- Office Telephones	Materials & Supplies	Office Space	Parking	Furniture
Voucher Administration (Recerts/Interims)	<b>X</b>		<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>

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Landlord Services / Inspection Service	X		X		X	X	X
Contact Center / Customer Service	X		X		X	X	X

Atlanta Housing will also provide access to its electronic Housing Choice Voucher Program related systems.

**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, Atlanta Housing 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 Atlanta Housing and other jobs (including contacting previous clients of the contractor), and financial and technical resources. Atlanta Housing 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 Atlanta Housing 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 Atlanta Housing, whether civil or criminal (including any appeal or review of any of the foregoing) or (iii) in Atlanta Housing’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 Atlanta Housing, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against Atlanta Housing. 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 Atlanta Housing’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.

**Proposals not containing the following submittal requirements may be deemed non-Responsive to this RFP.**

The sections are as follows:

1. **Letter of Interest** on Respondent’s letterhead, signed by a principal and the joint venture Partner, if applicable.
2. **Qualifications Team Expertise / Firm Experience**. The Respondent shall submit evidence of the firm’s ability to perform the work via profiles of key personnel. Respondent’s Proposal shall include the following information: (1) the legal name of the firm, (2) a description of the primary area of expertise of the firm, (3) the names of the firm’s principal(s), (4) the address, telephone number and names of

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individuals to be contacted, (5) the size of the enterprise, (6) all of the firm's registration/license numbers(s) in the State of Georgia, (7) the length of time the firm has worked in its area of expertise generally, and (8) the firm may submit a general brochure of their work in addition to, but not in lieu of, the preceding requested information.

3. **Staffing Plan.** Detailed plan for Staffing, training and operation of an Atlanta Metro-Area Customer Service Center. Staff Plan must address. At a minimum, the following:
  - a. Include an organizational chart identifying the names of key personnel (**if known at the time of the submission of the RFP Response**) and other known personnel, job titles, specifications of task responsibilities and participation levels of staff that will be assigned to the resulting contract. Include specialties and/or certifications. Resumes must also be included for those staff persons along with any other relevant information.
  - b. Delineate tiered approach to consider high performing incumbent Atlanta Housing personnel. Identify each position, minimum qualifications for such position and the expected level of effort in terms of labor hours to perform services thereunder.
  - c. The Staffing Plan must detail the proposed hiring timelines, initial and on-going training schedules and proposed personnel certifications (which should be based on the work to be performed).
  - d. The Respondent(s) must include proposed strategy to effectively communicate changes in their operation or processes with Atlanta Housing. Atlanta Housing reserves the right to decline the participation of key personnel or intended Partnerships that are not in Atlanta Housing's best interests. While this remains at AH's sole discretion, should a party(ies) be declined, Atlanta Housing will notify the Respondent at its earliest opportunity.
4. **Transition Plan.** A detailed Transition Plan with major milestone schedules that incorporate a proposed overlap of services and a full transition date while maintaining a continuity of services to clients. Specify in detail the activities and personnel responsible during transition periods of 30 days, 45 days and 60 days prior to a formal full assumption of awarded areas of responsibilities and areas that require coordination with Atlanta Housing.
5. **Work Plan.** A detailed narrative on how contracted services address the requirements and expectations outlined in the Scope of Work. The Work Plan should provide enough information to demonstrate how a complete contracted model of program service delivery of a HUD funded Housing Choice Voucher program would integrate with Atlanta Housing work.
6. **Quality Control Plan.** A detailed Quality Control Plan that documents how the Respondent will monitor adherence with commercially accepted best standards and requirements of excellent customer service and detail the processes, procedures and metrics to assure there is quality service delivery.
7. **Diversity Opportunity Plan for Businesses.** An aspirational goal-based Diversity

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Opportunity Plan to promote equity in contracting by historically disadvantaged business enterprises (Minority, Women-Owned Businesses and Small Businesses).

8. **Section 3 Plan.** A plan to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701) and further required at 24 CFR Part 75 which became effective on November 30, 2020.
9. **Proof of Insurance.** Insurance coverages with specific dollar values will be required by Atlanta Housing via subsequent Request for Proposals.
10. **Past Performance.** Exemplary or satisfactory past performance with Atlanta Housing, other MTW public housing authority (“PHA”), other standard PHA, or HUD within the past 10 years. Respondents must list and briefly describe any past work history with Atlanta Housing or other MTW PHA, other PHA or HUD within the past 10 years related to the provision of services related to Housing Choice Vouchers. At a minimum, please include the scope of work performed, the duration, the jurisdiction of the client, a contact person at the MTW PHA, other PHA, or HUD familiar with the Respondent’s past or ongoing work with title, address, and phone number. Key information that is requested herein includes:
  - i. A description of the work
  - ii. The number of vouchers Tenant Based Vouchers and Project Based Vouchers administered.
  - iii. The number of Landlords in the PHA’s roster of participating HCV landlords.
  - iv. The annual actual expenses charged and the ratio of administrative cost per voucher.
  - v. Qualitative and Quantitative outcomes of contacted activities
  - vi. Any audit findings or third party assessment of a Respondents (‘) related work for another PHA.
  - vii. Success of the engagement(s)

If no prior experience within the last 10 years, then please respond with an affirmative statement of no past related work as described herein.

11. **Financial Capacity** the Respondent must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject different levels depending upon the Respondent’s proposal and the projected contract value of the award), and which consist of:
  - i. Accountant’s Report
  - ii. Balance Sheet (Last 2 years)
  - iii. Income Statement (Last 2 years)
  - iv. Cash Flow Statement (Last 2 Years)
  - v. Financial Statement Footnotes (if applicable)

For proposals or contract awards valued at less than \$2,500,000.00, the Respondent must provide compiled financial statements. Compiled financial statements represent the most basic level of financial statements prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and does not provide any assurance that there are no material modifications that should be made to the

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financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit. If audited financial statements have been provided to the Respondent, the Respondent may provide those statements in lieu of the compiled financial statements.

For proposals or contract awards valued between \$2,500,000.00 and \$10,000,000.00, the Respondent must provide reviewed financial statements. Reviewed financial statements provide the user with comfort that the certified public accountant is not aware of any material modification that should be made to the financial statements for the statements to be in conformity with the applicable financial reporting framework. A review involves the certified public accountant performing analytical procedures and inquiries that will provide a reasonable basis for obtaining limited assurance that there are no material modifications required to the financial statements. A review does not require the certified public accountant to obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit. If audited financial statements have been provided to the Respondent, the Respondent may provide those statements in lieu of the reviewed financial statements.

For proposals or contract awards valued in excess of \$10,000,000.00, the Respondent must provide audited financial statements. Audited financial statements provide the user with the certified public accountant's opinion letter that the financial statements are presented accurately, in all material respects, in conformity with accounting standards. The auditor is required to obtain an understanding of the entity's internal control, assess fraud risk, perform analytical procedures and test accounting records. Atlanta Housing will also evaluate the respondents based upon analysis of third-party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies. Other considerations in the evaluation of the financial condition of Respondents follow:

- **Financial statements must be for the Respondent's legal business entity (i.e., corporation, partnership, LLC, etc.).**
- **Newly created entities (e.g., partnerships, LLC's, Joint Ventures, etc.) must provide financial statements from the entity's general partner, each Joint Venturer (if any) and/or any other financially responsible entity that collectively can demonstrate the capability of the Respondent to complete the contract.**
- **Internally prepared business entity financial reports generated by the respondent will not be accepted.**
- **Personal financial statements or tax returns will not be accepted.**
- **Atlanta Housing reserves the right to request additional information to complete the financial evaluation and review of any respondent.**

12. **Cost and Fees Schedule** Provide a detail of costs and fees related to personnel, operations, capital needs, infrastructure, transition and special, one-time initiation, and any other costs or fees, if any for the entire program as well as separate components for Inspections Services, Voucher Administrations, (Admission, Recertification and Interim and all supporting component, and a Call Center Respondents are encouraged to consider a component of value engineering funded by a specific proposal of a percentage of actual savings.

### **3.3 Evaluation Process, Evaluation Factors (Questions) and Award**

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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 may 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.

Atlanta Housing may award one or more Contracts pursuant to the outcome of the application of the Evaluation Criteria contained in this RFP. Award(s) shall be to Responsible and Responsive Respondent(s) whose proposal or combination of proposals in a multi-award format are in the best interest of Atlanta Housing. Award(s) shall be subject to the formal approval of Atlanta Housing’s Board of Commissioners. Awards may also be subject to approval by HUD. No award may be made to a Respondent whose firm or principals appear on the list of businesses ineligible to receive awards from the Atlanta Housing, the City of Atlanta or the U.S. Federal government.

Atlanta Housing reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with 2 CFR Part 200.320 (f)(4).

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

Evaluation Factor (Question)	Items	Submitted Yes / No	Points
A	Team Expertise / Firm Experience [see Sections 3.1(1) and 3.1(2)]	Required	40 Points

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B	<p>Work Plan which includes the following components of the Scope of Work and Implementation/Transition Plans: [see Sections 3.1(3), 3.1(4) and 3.1(5)]</p> <ul style="list-style-type: none"> <li>• Housing Choice Voucher Administration</li> <li>• Housing Services <ul style="list-style-type: none"> <li>○ Wait list</li> <li>○ VAWA/Reasonable Accommodations</li> <li>○ Continued Eligibility</li> <li>○ Initial Eligibility</li> <li>○ Portability</li> <li>○ Program Compliance</li> <li>○ Quality Assurance</li> </ul> </li> <li>• Contact Center</li> <li>• Landlord Services</li> <li>• Inspection Services</li> </ul>	Required	40 Points
C	Quality Control and Regulatory Compliance [see Section 3.1(6)]	Required	10 Points
D	Cost	Required	EVALUATED NOT SCORED
E	Past Performance/Experience [see Section 3.1(10)]	Required	5 Points
F	Diversity Opportunity Plan and Section 3 Plan [see Sections 3.1(7) and 3.1(8)]	Required	5 Points
	<b>Maximum Point Value</b>		<b>100 Points</b>

**The establishment, application, interpretation and scoring of the above Evaluation Factors (Questions) shall be solely within the discretion of Atlanta Housing.** Atlanta Housing reserves the right to determine the suitability of proposals on the basis of all of these factors.

**EVALUATION FACTORS (QUESTIONS) DESCRIPTIONS**

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

**Evaluation Question A**

**Team Expertise ..... 40 Points**

The selected firm will demonstrate a strong subject matter expertise regarding laws, rules and regulations governing the staffing, operation, administration, regulatory compliance and the methods and means of delivering excellent customer service to all stakeholders participating in the various large housing voucher program consisting of tens of thousands of families receiving some form of housing subsidy. It

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is expected that the Selected Respondent(s) will work very closely with existing expertise within Atlanta Housing.

**Evaluation Question B**

**Scope and Implementation ..... 40 Points**

Respondent must provide a clear, detailed narrative of the methodology and/or approach for meeting the work requirements of this scope of work as well as expected outcomes. Please describe how the Respondent anticipates collaborating and coordinating between the Respondent team members and AH. A strong proposal will also set out expected service level metrics to quantify that work is delivered with quality, speed and cost effectiveness. Key performance metrics and minimum timeframes for discrete forms of work would further demonstrate command of the full scope of work and feasibility of approach. The staffing plan will be evaluated and considered for points allocation under this section as it will demonstrate the feasibility of the personnel and positions intended for each area.

**Evaluation Question C**

**Quality Control and Regulatory Requirements ..... 10 Points**

For this area of evaluation, Respondents must, document how the Respondent will monitor adherence with commercially accepted best standards and requirements of excellent customer service and detail the processes, procedures and metrics to assure adherence with commercially accepted best standards and requirements of excellent customer service. Respondents seeking to earn maximum points for quality control will feature best practices for designing, staffing and maintaining a highly proficient and motivated workforce that will bring industry best practices and superb customer service towards outcomes that improve efficiencies, assure regulatory compliance and enhance the overall customer service experience for tenant, landlord, and PHA stakeholders. What Key Performance Indicators (KPI's) does Respondent propose? What outcomes may Atlanta Housing expect that would be net improvements to the program?

**Evaluation Question D**

**Cost Structure .....Evaluated NOT SCORED**

Respondents shall provide a detailed breakdown by major tasks and program areas of responsibility with a subset of the hourly rates and number hours required to complete each task or area of responsibility:

- What are the proposed program's Direct and Indirect costs?
- What efficiencies could be implemented to perform Cost Containment or Cost Avoidance?
- What would you list as a reimbursable expense - if anything?
- Please detail your anticipated initial one-time start-up costs.
- Please breakout your Fees in such as way as to demonstrate the Cost Allowability, Applicability and Reasonableness of all program expenses and of each major category of work.
- Provide a separate breakout of General and Administrative expenses as well as net profit.

Hourly rates may be fully burdened for all personnel and reimbursable expenses. Atlanta Housing may not consider other fees not previously outlined within Respondent's proposal and/or as modified later by



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a reconsideration during a request for Best and Final Offer that would be at Atlanta Housing’s sole discretion to further solicit from shortlisted Respondents.

While this category is not scored, it remains a factor in Atlanta Housing determining a Best Value. Atlanta Housing cannot determine a prior score weight for Cost as its value is dependent on what the market establishes as competitive rates in answer to this solicitation.

**Evaluation Question E**

**Past Performance ..... 5 points**

Any Respondent answering this solicitation with a proposal must be in good standing with other current engagements or with relevant past engagements for Atlanta Housing or any Public Housing Agency and HUD. The parameters of the various forms of Housing assistance in the form of vouchers are complex, ever changing and a core responsibility that a subgrantee must execute well and cost effectively. There are many stakeholders, and it is voluntary participation of landlords with private housing stock that is being sourced to address an urgent present and growing need of families and individuals to maintain affordable housing to promote economic self-sufficiency. It is crucially important that Atlanta Housing perform exemplary due diligence to find a Respondent that will be successful and improve upon a successful and cost-effective program to elevate it towards greater success and expand customer service even as costs are managed aggressively to leave more funds available for housing assistance.

**Evaluation Question F**

**Diversity 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 Atlanta Housing’s contracting opportunities.

Respondent is encouraged to provide a contracting/employment opportunity plan, noting the potential jobs and subcontracting opportunities that will be made available by Respondent for the services to be provided. Please provide relevant and applicable W/MBE certifications or provide a contracting/employment opportunity plan.

**MAXIMUM TOTAL POSSIBLE POINTS.....100**

**3.4 Responsibility Determination**

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

**a) Financial Capacity Determination**

Atlanta Housing shall make an assessment of the Respondent’s financial capacity, that is, whether in the sole opinion of Atlanta Housing, the Respondent is capable of undertaking and

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completing the RFP scope of work delineated within this RFP in a satisfactory manner. Atlanta Housing will award a contract only to the responsible Respondent(s) who, in Atlanta Housing's sole opinion, has/have the financial ability to successfully perform under the terms of this RFP. Atlanta Housing'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 additional financial information. Failure by the Respondent to provide such information within the allotted time may 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 other PHAs, HUD, 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 – SELECT TERMS AND CONDITIONS**

**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* Atlanta Housing *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 Atlanta Housing ("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.

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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, including any extensions thereof. AH may require any or all Respondents to submit evidence of proper licensure.

**4.3 Atlanta Housing Opportunity Inclusion Policy ("OIP")**

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

MBE/WBE/SBE economic participation shall be implemented through Atlanta Housing's Opportunity Inclusion Policy via an MBE/WBE/SBE Utilization Plan that is submitted by entities seeking to do business with Atlanta Housing or its partners who utilize federal funding in whole or in part.

Accordingly, businesses intending to respond to this RFP shall be a certified MBE/WBE/SBE or agree to expend no less than 35% of the total contract price, inclusive of all modifications and amendments through work with certified MBEs and WBEs. Atlanta Housing business partners that are certified not-for-profit/non-profit entities shall agree to expand not less than 20% of their contract value via MBE/WBE/SBE.

Respondents who, as a result of a robust, timely and documented process of solicitation to the marketplace to meet this requirement, find that it is not possible to secure that level of participation, may augment their MBE/WBE/SBE participation goal with a comprehensive detail of good faith efforts. Documented good faith efforts will be considered on their merits and in light of other respondents and their plans regarding impracticability of meeting the published goals. In RFQ submissions of qualifications, an affidavit of future compliance will evidence intended compliance. For proposals submitted as a response to RFP's a written plan to achieve the published aspirational goal will be required

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with initial proposal or subsequent task orders. RFP respondents may submit partial plans to comply with aspirational goals so long as they are accompanied with a detail of best efforts that support the impracticability of the aspirational goal with a request for partial waiver.

**4.4 Atlanta Housing Section 3 Policy**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701 u) requires that AH ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very-low income persons.

AH is committed to utilizing residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with funds from HUD. It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The Respondent will be required to submit with their proposal either a Contract Compliance Affidavit (Schedule A) or a measurable Section 3 Action Plan via MBE/WBE and Section 3 Business Utilization Plan (Schedule B) to include training, employment, contracting and other economic opportunities throughout all phases of the development work. The Action Plan should include a brief description of the job opportunities, business opportunities and/or training for Section 3 eligible participants. Some examples of opportunities include word processing, payroll, research, accounting, landscaping, painting, carpentry, and catering, to name a few. 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 employees of Atlanta Housing.

**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. Atlanta Housing will not be bound to any contract if funding has been disallowed by HUD or not appropriated to HUD by the U.S. Congress.

**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

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to immediately notify Atlanta Housing 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 Atlanta Housing.

**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

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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, 5<sup>th</sup> 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,

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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 75, which implement HUD Section 3 (the “Implementing Regulations”). As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the implementing Regulations.

3) 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: (1) after Contractor is selected but before the contract is signed, and (2) with persons other than

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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 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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



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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

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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 Atlanta Housing. 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 Atlanta Housing.

**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 Atlanta Housing (“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

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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 Atlanta Housing's Board of Commissioners or an immediate family member\* of an officer of Atlanta Housing'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*" or *Immediate family*" 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

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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 Atlanta Housing, 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.

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**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 with Atlanta Housing 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](http://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 Atlanta Housing, will lead to rejection of the Respondent'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. ATLANTA HOUSING WILL NOT ACCEPT PROPOSED EXCEPTIONS OR OBJECTIONS THAT CONFLICT WITH OR ATTEMPT TO PREEMPT MANDATORY REQUIREMENTS.**

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**PRIOR TO AWARD, AND IF NECESSARY, THE APPARENT WINNING RESPONDENT(S) MAY BE REQUIRED TO ENTER INTO DISCUSSIONS WITH ATLANTA HOUSING TO RESOLVE ANY CONTRACTUAL DIFFERENCES BEFORE AN AWARD IS MADE. THESE DISCUSSIONS WILL BE FINALIZED AND ALL EXCEPTIONS RESOLVED WITHIN THE TIMEFRAME SPECIFIED BY ATLANTA HOUSING 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).**