



Request for Proposals #2024-0068
Financial Planning Software Tool

November 28, 2023



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PART 1 – GENERAL INFORMATION

1.1 About Atlanta Housing

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

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

1.2 Solicitation Purpose

The Housing Authority of the City of Atlanta, Georgia (Atlanta Housing or AH) seeks to enter into one or more contracts with a qualified firm(s) to provide a finance and operation planning software solution that can interface with its current systems and databases, create standard financial statements, and provide budget forecasting, consolidation and reporting capabilities.

1.3 Contract Term

The contract(s) awarded from proposals received in answer to this solicitation will be for an initial term of three (3) years with the option to extend, at Atlanta Housing’s sole discretion, for five (5) additional one (1) year option terms for a potential total maximum term of eight (8) years.

1.4 Schedule of Events

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

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| EVENTS | DATE AND/OR TIME |
|---|--|
| RFP Released | <p>Tuesday, November 28, 2023</p> <p>Go to www.atlantahousing.org to download - https://www.atlantahousing.org/doing-business-with-ah/vendors/</p> |
| Pre-Proposal Conference | <p>Wednesday, December 6, 2023 at 1:30 P.M., EDT</p> <p>Via ZOOM: (short registration is required to attend this zoom conference; please register prior to the beginning of the meeting) https://atlantahousing.zoom.us/join/98564202000</p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p> |
| Deadline for Questions and/or Comments | Monday, December 11, 2023 by 2:00 P.M., EDT |
| Proposal Due Date and Time | Wednesday, December 27, 2023 by 3:00 P.M., EDT |

NOTE: AH reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, AH will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. Addenda to this RFP will only be issued and posted on AH's website at <https://www.atlantahousing.org/doing-business-with-ah/vendors/> and Business Management Portal. Addenda **will not** be mailed to potential Respondents. **It is the responsibility of the Respondent to monitor AH's website and electronic sourcing tool, Jaggaer, for any addenda issued.** Each Respondent must acknowledge all addenda issued so as to ensure that addenda are considered in their proposal response by completing: **Addenda Acknowledgement Form**. This Form must be submitted with the Respondent's response to this Request for Proposals. Failure to include the Form in the proposal response may subject your Firm to disqualification.

1.5 Communications

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

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

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

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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 no later than Monday, **December 11, 2023 2:00 P.M. EDT**
- B. Responses to these questions will be addressed in writing via the AH's electronic procurement system. AH **will not** respond to requests for information after the date stated above. **It is the responsibility of the Respondent to monitor AH's website for any addenda issued.** All Respondents are encouraged to frequently check AH's website/portal for additional information.

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

RFP Point of Contact

Kiyunda Smith, CPPB – Purchasing Analyst
Kiyunda.smith@atlantahousing.org
The Housing Authority of the City of Atlanta, Georgia
Contracts & Procurement Department
230 John Wesley Dobbs Avenue, NE 5th Floor
Atlanta, Georgia 30303-2421

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PART 2 – SCOPE OF WORK

2.1 Scope of Work and Specific Requirements

Atlanta Housing (AH) is interested in securing a Finance and Operation Planning software solution that can interface with its current systems and databases, create standard financial statements, and provide budget forecasting, consolidation and reporting capabilities. In addition to its financial planning capabilities, the tool should also provide asset management capabilities. In its initial implementation, AH is looking to develop a tool for its annual budgeting and asset management processes.

The following **Functional** features are required of the desired Annual Budgeting solution:

- Budget Development and Monitoring Tool. AH is looking for a financial and operational budgeting, forecasting, and reporting tool (“Tool”) that will support AH’s annual budget process and interface with Yardi Voyager to provide multi-year budget-to-actual reports, forecasts and various budget scenarios. The Tool should allow for budgeting below the Yardi chart of account level (i.e., details on contracts, etc.) and should be accessible when reviewing actual expenses.
- Custom Statements. The Tool should be easily configurable to support HUD’s Financial Data Schedule chart of accounts with the necessary crosswalks to AH’s chart of accounts. The Tool should consolidate data easily, while also being able to provide details through drill downs and supporting schedules.
- Forecasting Capability. The Tool should support short and long-range forecasting, including cash projections, by integrating information from multiple sources and producing multi-year forecasts. The forecasts should easily be able to roll-up or provide details for both top line adjustments (overall inflation) and detailed adjustments (e.g., adding new units, changing the occupancy rates by sector, etc.).
- User-Friendly Ad Hoc Reporting and Analysis. The Tool should provide user-friendly ad-hoc reporting and analysis capability which interfaces with MS Office software. Selection of components of individual reports should be easily accomplished through the use of selection menus, and the system should provide a method for producing results for the configuration selection in other reports.
- Use of Comments in Reports and Planning Modules. Financial reports should allow for the inclusion of comments (e.g., variance explanations, etc.) which are not within the Yardi system but can be easily added and edited. The Tool should include the ability to provide commentary at various points of the planning processes to promote collaboration across various departments, teams, and leadership.
- Scorecards, Strategy Maps and Graphics. The Tool should provide user-friendly scorecards, strategy maps, and data visualizations linked to Yardi actuals, Tool- housed budgets and forecasts, and other tables and data sources. It should be able to display interactive graphs and charts.
- Access and Distribution of Reports, Data and Analysis. The Tool should provide reports that can be accessed and viewed “on-screen”, downloaded or saved to csv and also be able to produce printed copies of reports and analysis and support pdf format. The Tool should provide systems to distribute the data and reports to web pages and to individuals.
- Built-in Workflows. The Tool should provide built-in workflows, audit trails and business rule

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validations. Workflows should include notification when items are completed or require action.

- Front-End Menus and Dashboarding. The Tool should provide user-friendly configurable front-end menus and dashboards and allow for easy access to frequently used items. The creation, update, and enhancement of dashboards should not be dependent on vendor or IT support.

The following **Functional** features are **required** of the desired Asset Management solution:

- Portfolio Management. The Tool should provide dashboarding, analysis, and reporting capabilities of its entire property (asset) portfolio. The Tool should include the ability to update and maintain portfolio lists and hierarchies to be used to consolidate actuals for both reporting and analysis.
- Property Profile. The Tool should support picture(s) and a complete property profile such name, owner entity name, property location with address validation, ground lease information, physical configuration, AH program type, target population, unit type and mix, acreage, year built, Low Income Housing Tax Credit (LIHTC) placed in service date, contact information for key stakeholders and more.
- Property Attributes. The Tool should include the ability to store information for real estate assets such as vacant land, unoccupied building(s), and commercial ground lease(s). Information shall include address, property type, various legal documents, ground lease payment information, and more.
- Risk Management. The Tool should include the ability to assess portfolio risk based on operational and financials metrics based on key performance indicators that are easily configurable by the user such as occupancy, rent collections, bad debt as percentage of gross potential rent, net operating income, debt coverage ratio, expense ratios and various financial ratios, reserve balance(s), operating expense trends, rent trends maintenance costs and more.
- Property Milestones. The Tool should support property attributes such as loan commitments, equity commitments, subsidy commitments, development milestones, Right of First Refusal Milestones (ROFR), Purchase Option Milestones (PO) and more.
- Debt Management. The Tool should support the ability to store pertinent debt information by property for debt owed to AH as well as debt owed to 3rd party lenders. Pertinent information includes items such as lender details, loan terms, required debt service payments, loan amortization schedule, etc. The Tool should support the ability to notify users of key information such as loan conversion dates, payment due dates, maturity dates, payments that are past due, etc.
- Fee Management. The Tool should support the ability to store pertinent information for fees due to AH such as asset management fees, developer fees, incentive management fees, construction management fees, and more with the ability to assist with calculations and provide alerts for when the fees are due.
- Cash Flow and Cash Waterfall Management. The tool should support the ability to store pertinent cash flow information such as how to calculate net cash flow and the cash waterfall/cash flow payment priority by property. Ability to generate cash flow calculations by property is a plus.

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- Built-in Workflows. The Tool should provide built-in workflows, audit trails and business rule validations. Workflows should include notification when items are completed or require action.
- User-Friendly Ad Hoc Reporting and Analysis. The Tool should provide user-friendly ad-hoc reporting and analysis capability which interfaces with MS Office software. Selection of components of individual reports should be easily accomplished through the use of selection menus, and the system should provide a method for producing results for the configuration selection in other reports.
- Custom Statements. The Tool should be easily configurable to support HUD's Financial Data Schedule chart of accounts with the necessary crosswalks to AH's chart of accounts. The Tool should consolidate data easily, while also being able to provide details through drill downs and supporting schedules.

The following **Technical** features are **required** of the desired solution:

- Integration with Yardi and other data sources. The Tool should provide API's or pre-built "connectors" that allow it to interface with AH's current software, which includes, but is not limited to, Yardi Voyager 7S, including the Construction Module, Yardi PAYscan, Yardi PHA module, and other AH systems. In addition, the Tool should be able to access and incorporate data tables from MS Office or other software. This can be done via native connections and/or APIs.
- Scalable. The Tool should not be limited to its initial implementation and use case. It should present the capabilities to scale quickly, effectively and in a user-friendly way that allows for true business ownership of the tool. Scaling the tool, in regard to both data and use cases, should not be dependent on IT or Vendor support.
- Single Sign On (SSO). The tool should support SAML-based SSO, or other "single sign on" technologies (e.g., Azure AD integration).
- Access Control Capability. The Tool should allow the administrator to limit access to areas based on job role/identity. The Tool should allow for security and access to be set at the individual user level as well as the ability to define security based on roles.
- Minimal IT maintenance. The Tool should be designed to be managed by AH Finance and Real Estate staff with little need for IT maintenance, report writing or other interaction.
- Cloud Based. The Tool should be a cloud based software or platform accessible via an internet connection that does not require installation or hosting by AH data centers.
- Data Centers. The Tool must be hosted on US-based servers.
- Network Access to Tool. Access to the Tool must be limited to AH's networks only.
- Fun. The Tool should be fun to use, not a chore to maintain.
- Data Protection. The tool must define a due-diligence framework and service delivery guidance covering the following five areas:
 - Access and audit rights that ensure the Software as a Service implementation meets the same standards that are currently expected of on-premise systems.
 - Location of data and data processing that ensures data is not moved from one

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- region to another, contrary to some demands.
 - Mitigation of risks associated with the outsourcing stack.
 - Contingency plans that provide strategies to reinternalize applications.
 - Regulators' assessment and security audit of the cloud service providers.
- Fun. The Tool should be fun to use, not a chore to maintain.

The following are **preferred** features of the desired solution:

- **Attachments**. The Tool should provide for the attachment of e-documents to budget or analysis work.
- **Geo-mapping**. The Tool should provide geo-mapping capabilities that represent AH's property landscape and highlight key KPIs and other targeted metrics.
- **Accounts Receivable and Invoicing**. The Tool should provide the ability to generate and store invoices for amounts due to AH such as loan payments, fee payments, ground lease payments, etc. The Tool should have the ability to store amounts due to AH by property, track the receipt of payments and generate invoices that reflect amounts due to AH that includes current and past due balances. The Tool should have the ability to store due dates and provide reminders of upcoming payments due to AH and recurring alerts for amounts that are outstanding for greater than 30 days.

2.2 Key Milestones and Timeline

AH would **require a Minimum Viable Product ("MVP") by the end of February 2024** for the purposes of its **Annual Budgeting Process**. The AH Finance team requires the ability for the Finance Team to create and distribute its standardized budget template to required departments, consolidate department and real estate budget, and create budget reports and visualizations for executive review and approval.

2.3 Implementation, Support/Training

- Provide in-depth training during implementation and provide additional training, as needed, throughout the duration of the initial contract term.
- Documentation of any succession plan(s), applicable training guides, manuals and/or videos (accessible to AH licensed users via the vendor website or embedded in the software application), and any additional training resources that will facilitate the successful transition of the project to an operational state;
- Live, interactive, and detailed train-the-trainer sessions for system administrators and all levels of end users that includes a demo/test site with instructor-led practical exercises for all end users to become familiar with the software and understand its basic functionalities;
- Being provided adequate training, user-guides/manuals, and videos (based on agreed upon training medium between AH and vendor) for instances of significant system upgrades that result in changes to the look, feel and/or functionality of the application. Significant changes include but are not limited to:
 - Removal of key features
 - New features/functions that changes the look, feel and/or function of the application
 - Changes in the workflow;
- Dedicated technical support professionals that are committed to assisting our system administrators with timely resolution of software failures/disturbances or loss of functionality indigenous to AH.

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PART 3 – PROPOSAL EVALUATION

3.1 Clean Hands Policy

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

3.2 Submittals

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

3.2.1 The following Required Representations and Certifications must be uploaded to the Prerequisites page as a part of a Respondent's proposal.

| Prerequisite Forms (locate these forms on the Prerequisite Forms in Jaggaer) |
|--|
| Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion |
| Clean Hands Certification |
| Respondent Disclosure Certification |
| Principal Personnel Disclosure Statement Certification and Instructions |
| Contractor Affidavit |
| Addenda Acknowledgement Form (if applicable and addendum are issued) |

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

NOTE 2: *All forms are available in Adobe's PDF format for viewing and printing. To view and use the forms you must install **Adobe Acrobat Reader** on your computer. Acrobat 5.0 (minimum) is required for all fillable forms.*

3.2.2 The Questions Page includes the following Evaluation Questions:

- A. Experience Integrating with Yardi and/or similar systems
- B. Firm Qualifications
- C. Ability of the System to Drill Down to Source Data
- D. Ease of Installation

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- E. Ease of Use
- F. Ease of Maintenance and Management
- G. Reporting Features
- H. Analysis Features
- I. Budgeting Features
- J. Forecasting Features
- K. Ease of Downloading and Uploading To/From New Reporting Tool
- L. Fee and Costs Associated with Software ([upload on the Prerequisites Page in Jaggaer](#))
- M. Commitment to Diversity

All Prerequisite Forms and responses to Evaluation Questions are due by the RFP due date and time. **No responses will be accepted by e-mail or received after the due date and time has passed.**

3.3 Evaluation Process, Evaluation Factors (Questions) and Award

The proposal evaluating process is designed to award the contract, not necessarily to the Respondent(s) of least cost, but rather to the Respondent(s) whose proposal represents the best overall value as determined by an evaluation of the best technical score (a combination of qualifications and experience) and price/costs. Evaluations are based upon the evaluation factors and weights specifically established within this RFP.

Respondent(s) must provide all information outlined in the Evaluation Factors (as defined below) for the Respondent's proposal to be considered responsive. The quality of answers rather than length of responses to this RFP is important.

After evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. AH will negotiate with the Respondent(s) who fall within the competitive range. If required, only those Respondents within the competitive range may be selected for an oral presentation and/or interview.

The presentation/interview process will be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points may be added or deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee. AH reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range.

Once negotiations are complete, AH shall establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate previous offer shall be construed as its best and final offer. The best and final offers shall be evaluated in essentially the same manner as the initial offers unless otherwise specified. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered are the most advantageous to AH.

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

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

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EVALUATION FACTORS (QUESTIONS) DESCRIPTIONS

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

EVALUATION FACTOR A.....10 Points

Experience Integrating with Yardi (or systems similar to Yardi) and Other AH Systems

1. Identify the number of years the software has been on the market, the number of years the proposed version has been in use and the number of customers/subscribers (2 Page Maximum)
2. Describe the installation team's experience with integrating the software with Yardi modules by providing the qualifications of the implementation team members. The description will include at a minimum but shall not be limited to a description of education background, training, total years of experience in software implementation, and number of years' experience in implementing proposed software (4 Page Maximum, not inclusive of resumes)

EVALUATION FACTOR B.....10 Points

Firm Qualifications

1. Provide 3rd party review of the software, including any ranking. This should include the most recent Gartner BI Report results, if appropriate, and any other independent review. If not available, please explain why the software was not evaluated. (2 Page Maximum)
2. Please provide five (5) references from current and/or former clients ("former" is defined as "within the past three years") for whom your firm currently provides or has provided the same or similar services. This should include but not limited to, identifying clients who integrated the proposed software solution to Yardi. Please include the client's name, contact person (including title, phone number, and email address) and a summary of services provided. Please note that Atlanta Housing Authority cannot be used as a reference; all references must be provided for companies other than Atlanta Housing Authority. Points will not be given for any firm providing Atlanta Housing Authority as a reference. Additionally, contact information must be valid to receive available points. (1 Page Maximum)
3. Provide financial statements on the software firm for the last 3 fiscal years (audited statements preferred).

EVALUATION FACTOR C.....5 Points

Ability to the System to Drill Down to Source Data

Provide an explanation of the ability of the software to drill down to source data which resides in Yardi. (If requested, the Respondent must be able to demonstrate the drill down capabilities of the system). Additionally, discuss the format in which the source data is made available (e.g., a pdf file, an image or an Excel worksheet) (3 Page Maximum including screenshots, images or files)

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EVALUATION FACTOR D.....15 Points
Ease of Installation

Please address the following:

- a. Explain the implementation plan for the software (to include training for administrators and end users)
- b. Provide a timeline for implementation
- c. Provide an estimate of the amount of effort required by AH in the implementation process, including estimated time by employee function (e.g., an AH quality engineer for 50 hours or an AH accountant for 10 hours)
- d. Explain what hardware and other physical resources AH must provide for implementation, if any. (6 Page Maximum)

EVALUATION FACTOR E.....15 Points
Ease of Use

Please address the following:

- a. Confirm that multiple users can actively access and work in the system concurrently
- b. Explain how the user creates reports
- c. Explain how the user analyzes data
- d. Explain how the user creates annual budgets
- e. Explain how the user creates multi-year forecasts
- f. Explain how users distribute information created in the system to others and what abilities non-users would have in working with the information
- g. Explain how data is refreshed to use more current Yardi information
- h. Describe the system's ability to include both financial and non-financial data (e.g., units, square footage, etc.)

EVALUATION FACTOR F.....5 Points
Ease of Management and Maintenance

1. Please address the following:

- a. Explain and estimate the amount of time required to maintain the system to include:
 - i. Adding and managing users, including access control
 - ii. Managing workflow and exceptions to standard workflow (e.g., during vacations, etc.)
 - iii. Updating the system due to new Yardi accounts and properties
- b. Explain how accounts and properties can be grouped to create composite reports
- c. Identify the skill sets and experience needed to perform system functions.
- d. Explain the documentation and online help for system users and administrators.
- e. Explain the software technical support available after implementation, including availability and costs, if any (i.e., include average response times, etc.)
- f. Explain the ease and extent to which other sources of data can be added to the system. (8 Page Maximum)

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2. Address where the program data will be stored. Outline in detail the provided cloud services and all associated fees. Ensure all cloud service terms align with the terms of the contract.

EVALUATION FACTOR G.....10 Points
Reporting Features

Identify the reporting features of the software to include, but not limited to:

- a. Designing and updating routine reports
- b. Creating ad hoc reports
- c. Modifying existing reports developed in the proposed software
- d. Drill down capabilities of reports
- e. Dashboard and scorecard capabilities,
- f. Ability to consolidate files and link worksheets in a workbook
- g. Ability to incorporate explanations and other comments into reports
- h. Ability of system to create charts and graphs
- i. Ability of the system to set warning limits and create exception reports
- j. Identifying any native (canned) reports in the software
- k. Workflow, if any
- l. Formats for distribution
- m. Any other features unique to the software,
- n. Average run time for standard reports (Demonstration of these features may be requested at a later date) (8 Page Maximum)

EVALUATION FACTOR H.....10 Points
Analysis Features

Identify the analysis features of the software, including:

- a. Bringing additional Yardi data into the analysis
- b. Linking information from different sources into a single analysis,
- c. Analytical capability, if other than MS Excel,
- d. Ability to share formats and analysis with other users who can also manipulate the information
- e. Ability to update analysis to current Yardi information
- f. Formats for exporting analysis to non-users. (Demonstration of these features may be requested at a later date) (5 Page Maximum)

EVALUATION FACTOR I..... 5 Points
Budgeting Features

Identify the budgeting features of the software to include, but not limited to:

- a. Number of budgets that can be created for a given fiscal year
- b. Bringing Yardi historical actual data into the system

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- c. Creating budgets at a level below Yardi Account level with explanations (i.e., at the individual contract level)
- d. Comparing budgets to each other and to actuals
- e. Creating non-salary budgets
- f. Maintaining a position control budget
- g. Creating capital budgets
- h. Explaining any allocation methods that can automatically distribute budgets monthly
- i. Explaining how budgets at the property level can be consolidated at AH level or an intermediate level
- j. Budgeting workflow (Demonstration of these features may be requested at a later date) (8 Page Maximum)

EVALUATION FACTOR J.....5 Points
Forecasting Features

Identify the forecasting features of the software, including:

- a. Using Yardi actual data in forecasting
- b. Using budget information developed in the software in forecasting using scenarios
- c. Adding comments. (Demonstration of these features may be requested at a later date) (4 Page Maximum)

EVALUATION FACTOR K.....5 Points
Ease of Downloading and Uploading From/To New Reporting Tool

Explain the capabilities and methodology for downloading and uploading information from/to new reporting tool and updating the information on schedule (automated) or as needed. (4 Page Maximum)

EVALUATION FACTOR L (Evaluated Not Weighted).....0 Points
Fees and Costs Associated with Software

Identify the costs for the proposed software solution, including implementation (i.e., timeline, etc.) training , maintenance and support. Respondent's cost proposal must include line item details and explanation for its pricing model. Include descriptions of how pricing is calculated where needed. All costs, annual, one-time, or monthly must be included and labeled as such.

EVALUATION FACTOR M (Commitment to Diversity).....5 Points
Commitment to Diversity

This evaluation factor will be used to score Respondent's commitment to diversity. Respondent should indicate any past or current successes and/or proposed activities relating to Section 3 and MBE/WBE initiatives. Indicate any *creative* or *innovative* ideas or training opportunities your company can implement relating to Section 3.

MAXIMUM TOTAL POSSIBLE POINTS..... 100 POINTS

3.4 Responsibility Determination

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

a) Financial Capacity Determination

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

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

b) Technical Capacity Determination

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

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

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

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

PART 4 – TERMS SHEET

4.1 Compliance with E-Verify

In compliance with O.C.G.A. §§ 13-10-90 and 13-10-91, effective July 1, 2013, **before AH can consider** Respondent's proposal for the services requested, Respondent must register and participate in the federal work authorization program operated by the United States Department of Homeland Security, commonly known as E-Verify, to verify employment eligibility information of newly hired employees and must continue to participate in E-Verify during the term of the contract. Such participation is evidenced

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by submitting to AH a signed affidavit in the form of the affidavit either provided by Georgia Department of Audits and Accounts or approved by AH ("E-Verify Affidavit") – see **Prerequisites** – State of Georgia Contractor E-Verify Affidavit. The E-Verify Affidavit is Respondent's certification that it has registered with, is authorized to use and uses the federal work authorization program.

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

4.2 Licenses, Permits and Certifications

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

4.3 Atlanta Housing Opportunity Inclusion Policy (OIP)

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

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

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

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

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4.4 Atlanta Housing Section 3 Policy

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

AH is committed to utilizing residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with funds from HUD. It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The Respondent will be required to submit with their proposal either a Contract Compliance Affidavit (Schedule A) or a measurable Section 3 Action Plan via MWBE & Section 3 Business Utilization Plan (Schedule B) to include training, employment, contracting and other economic opportunities throughout all phases of the development work. The Action Plan should include a brief description of the job opportunities, business opportunities and/or training for Section 3 eligible participants. Some examples of opportunities include word processing, payroll, research, accounting, landscaping, painting, carpentry, and catering, to name a few. As contractors, Respondents will be expected to report on the progress of its Section 3 Action Plan on a quarterly basis, or as otherwise requested by AH. All Respondents to this RFP are required to comply with the requirements of Section 3, (Schedule A) - Contract Compliance Affidavit, as applicable.

4.5 Certification Regarding Debarment

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

4.6 Respondents' StatusError! Bookmark not defined.

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

4.7 Funding Limitations

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

4.8 Government Restrictions

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

4.9 Insurance

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

A. Minimum Limits and Coverage

- I. Worker's Compensation and Employer's Liability with the following minimum limits and coverage:
 - a. Workers Compensation- Statutory Limit in accordance with the laws of the State of Georgia
 - b. Employer's Liability:
 - \$500,000 bodily injury for each accident
 - \$500,000 bodily injury by disease for each employee
 - \$500,000 bodily injury disease aggregate
- II. Commercial General Liability with the following minimum limits and coverage:
 - a. \$1,000,000 combined single limit for each occurrence for bodily injury/property damage
 - b. AH must be listed as an additional insured
- III. Automobile Liability with the following minimum limit and coverage:
 - a. \$1,000,000 combined single limit each accident.
 - b. Coverage shall be for any auto (including owned, hired, and non-owned autos)
 - c. AH must be listed as an additional insured
- IV. Professional Liability / Errors & Omissions (if required)
 - a. Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by AH.
- V. Cyber-Liability Insurance Requirements

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

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

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B. Additional Requirements

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

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

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

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

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

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

4.10 Indemnification

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

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

4.11 Compliance with Laws

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

Contractor and its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders applicable to the work described herein, including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and

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underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Contractor shall further comply with the applicable Annual Contributions Contract ("ACC") related to such development. To the extent such work is related to a mixed finance development, Contractor shall comply with the provisions of 24 CFR § 941.208.

b) HUD Section 3 Compliance:

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

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

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

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

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

6) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

c) Energy Efficiency

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

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d) Clean Air and Clean Water

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

e) Equal Employment Opportunity

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

f) Anti-Lobbying

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

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

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

4.12 Termination for Convenience and Default

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

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

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

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

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d) If the termination is due to breach by Contractor, AH may (i) require Contractor to deliver to it, in the manner and to the extent directed by AH, any work as described in subparagraph (b) above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional cost incurred by AH; and (iii) withhold any payments to Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to AH by Contractor.

e) If, after termination for breach by Contractor, it is determined that Contractor had not in fact breached the contract, the termination shall be deemed to have been effected for the convenience of AH, and Contractor shall be entitled to payment as described in subparagraph (c) above.

f) Contractor agrees that upon termination of the contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the Services to AH or another contractor. Contractor shall provide full disclosure to AH and the third-party contractor about the equipment, software, or services required to perform the Services for AH.

4.13 Disputes

a) The Parties agree to attempt to resolve all disputes and misunderstandings that may arise under or relating to the contract by agreement of the Parties or through amicable negotiations.

b) All claims by Contractor shall be made in writing and submitted to AH. AH shall, with reasonable promptness, but in no more than 30 calendar days, render a decision concerning any claim hereunder. Unless Contractor, within 20 calendar days after receipt of AH's decision, shall notify AH in writing that it takes exception to such decision, the decision shall be final and conclusive. Contractor shall proceed diligently with performance of the contract, pending decision from AH concerning any claim hereunder.

c) If Contractor does not agree with the decision of AH, Contractor may pursue other legal means to resolve such claim. The venue of any action brought under the contract shall be in the Superior Court of Fulton County, Georgia.

4.14 Examination and Retention of Contractor's Records

a) Contractor shall maintain, during the performance of the contract, and for a period of at least three years following the date of final payment under the contract, all of Contractor's books, documents, papers and other records, including electronic records, involving transactions related to the contract for the purpose of making audit, examination, excerpts, and transcriptions. AH, the United States Department of Housing and Urban Development ("HUD"), or Comptroller General of the United States, or any of their duly authorized representatives, shall, until three years after final payment under the contract, have access to and the right to examine all such books, documents, papers and other records, including electronic records.

b) Contractor agrees to include in first-tier subcontracts under the contract a clause substantially the same as subsection (a) above. "Subcontract," as used in this section, excludes contracts not exceeding \$10,000.

c) Notwithstanding anything to the contrary set forth in this section, the periods of access and examination in subsection (a) above shall continue until final disposition of any appeals, litigation, claims or exceptions related thereto that were commenced prior to the expiration of such three-year period.

4.15 Ownership Rights in Works

All data, materials, documentation, computer programs, inventions (whether or not patentable) and works of authorship created or developed in whole or in part by Contractor during the contract period in

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

4.16 Intellectual Property

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

4.17 Confidential Information

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

4.18 Conflicts of Interest

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

- a) A member or officer of AH's Board of Commissioners or an *immediate family member of an officer of AH's Board of Commissioners. This prohibition does not include any present or former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, AH, or a business entity.

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b) Any AH employee who formulates policy or who influences decisions with respect to AH's projects, or any member of the employee's *immediate family, or the employee's partner.

c) Any public official, member of the local governing body, or State or local legislator (including members of the City of Atlanta City Council, Fulton County Board of Commissioners, DeKalb County Board of Commissioners, or Georgia legislator), or any member of such individuals' *immediate family, who exercises functions or responsibilities with respect to AH's projects.

d) A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam).

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

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

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

At all times while Contractor is conducting business with AH, it is required to disclose in writing, any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. If Contractor has a conflict of interest, it must provide a full and complete disclosure, in writing, to AH's Senior Vice President, 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 Senior Vice President, 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

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structure changes, including any merger, acquisition, sale, restructuring or other transaction that renders the legal entity name or federal employer identification number different. Contractor agrees to provide sufficient documentation to AH to document such change in the legal entity name or federal employer identification number.

4.21 Non-Exclusive Rights

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

4.22 Contract Modification

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

4.23 Governing Law

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

4.24 Required AH Vendor Registration

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

SECTION 5 – FORM OF CONTRACT

5.1 Exceptions to Contract

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

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

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5.2 Contract Terms and Conditions

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

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

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

AH RESERVES THE RIGHT TO REJECT OFFERS OR END DISCUSSIONS WITH RESPONDENTS THAT ARE NOT FORTHCOMING WITH EXCEPTIONS IN THE PROPOSAL SUBMISSION. GENERALIZED EXCEPTIONS ARE NOT ACCEPTABLE (E.G., RESPONDENT IS AMENABLE TO REACHING NEGOTIATED TERMS WITH AH).