

RFP-2024-0105
Supplemental Legal Services
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PART 1 – GENERAL INFORMATION

1.1 The Housing Authority of the City of Atlanta, Georgia

The Housing Authority of the City of Atlanta, Georgia ("Atlanta Housing" or "AH") is the largest housing authority in Georgia and one of the largest in the nation. AH provides and facilitates affordable housing resources for nearly 26,000 low-income households comprised of approximately 50,000 people. These affordable housing resources include AH-owned residential communities, AH-sponsored mixed-income, mixed-finance residential communities, tenant-based vouchers, HomeFlex Program (formerly Project Based Rental Assistance Program), supportive housing arrangements and homeownership opportunities.

AH has broad corporate powers including, but not limited to, the power to acquire, manage, own, operate, develop and revitalize affordable housing. AH's programs are funded and regulated by the U.S. Department of Housing and Urban Development ("HUD"). Using its Moving to Work flexibility, AH has implemented a variety of innovations that benefit low-income families and expand housing choice.

AH's approach to providing quality affordable housing and human development services is based on the belief that people can do better when given access to quality living environments and the tools they need to become self-sufficient. To learn more about AH and its history, mission and business plan, law firms submitting proposals (hereinafter referred to as "Respondents" or individually "Respondent") are encouraged to visit AH's website at www.atlantahousing.org.

1.2 Background and Solicitation Purpose

Atlanta Housing's Office of General Counsel currently consists of 15 members consisting of attorneys, paralegals and staff, including the General Counsel. AH will select a pool of law firms to provide strategic, legal advice and counsel as needed or requested in one or more of the practice areas described below. Unless otherwise specified, all legal services are intended to be provided for AH and/or one or more of its wholly owned affiliates. All references to "Atlanta Housing" or "AH" include its affiliates.

The scope of the legal services may include attendance at AH Board of Commissioners, staff, and community meetings and hearings as requested or required. Law Firms shall provide trial and appellate representation, if requested, in Federal and state courts and other administrative forums. The services include all labor, materials, equipment, and services necessary to perform and complete in a prompt and efficient manner the tasks contemplated or otherwise required in this RFP or otherwise negotiated in the resulting contract. The selected Law firms must meet all service and delivery timelines.

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Law Firms will provide strategic legal advice and counsel in one or more of the practice areas set forth in Section 2.1, as designated by AH through award of a contract and via task order.

AH reserves the right, at its discretion, to appoint any law firm from its pool of law firms to provide services based upon the needs of AH. The selected law firms (hereinafter referred to as "Law Firms" or individually "Law Firm") may perform services in conjunction with other law firms as directed by AH. An award of a contract does not guarantee a minimum volume of legal services.

1.3 Contract Period

The initial term of the contract will commence on the effective date and shall end in the same month of the effective month in the year 2026. AH may renew the contract for two one-year terms at the sole discretion of AH. Renewal will be accomplished through the issuance of a contract extension letter. In the event that the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and services, AH may, with the written consent of the awarded Law Firm, extend the contract for such period of time as may be necessary to permit AH's continued supply of the identified products and services. The contract may be amended in writing from time to time by mutual consent of the parties. The resulting award of the contract does not guarantee a minimum volume of work or commitment of funds.

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
RFP Released	Friday, March 22, 2024
Pre-Proposal Conference Date, Time, and Location	Friday, March 29, 2024 Via ZOOM: 11:00 A.M, EDT Register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/tZEKfu2hqz0jGtEZ67Sb64TcrWq6i-jGq4IH After registering, you will receive a confirmation email containing information about joining the meeting.
Deadline for Questions and/or Comments	Tuesday, April 2, 2024 by 12:00 P.M., EDT
Proposal Due Date and Time	Monday, April 22, 2024 by 12:00 P.M., EDT

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1.5 Communications

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

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

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

- A.** Questions must be submitted via the Q&A Board on AH's Business Management Portal. AH will receive requests for additional information and/or clarification relative to this solicitation between **Friday, March 22, 2024 through, Tuesday, April 2, 2024.**
- 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

Marie Spence
marie.spence@atlantahousing.org
Contracts & Procurement Department
The Housing Authority of the City of Atlanta, Georgia
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 (by Practice Area)

The scope of the legal services may include attendance at AH Board of Commissioners, staff, and community meetings and hearings as requested or required. Law Firm shall provide trial and appellate representation, if requested, in Federal and state courts or other administrative forums. The services include all labor, materials, equipment, and services necessary to perform and complete in a prompt and efficient manner the tasks contemplated or otherwise required in this RFP or otherwise negotiated in the resulting contract. Law Firm must meet all service and delivery timelines.

Law Firm will provide strategic legal advice and counsel in one or more of the following practice areas as designated by AH through award of a contract and via task order:

A. Employment Law

Law Firm will provide strategic advice and counsel on employment law, including civil rights, discrimination, employee benefits, Americans with Disabilities Act, retirement plans, hiring, reduction in force, terminations, other employment law and related matters as requested. Law Firm will also represent AH in litigation or adversarial matters related to employment law concerns or activities or work with other litigation counsel representing AH on related matters as directed by AH.

B. Taxation Law

Law Firm shall provide strategic legal advice and counsel on all taxation issues that affect AH, and other taxation related matters, including advice on tax consequences of various transactions, including federal and state tax credits, representation of AH in tax disputes, litigation, and any other related matters, as they arise. Law Firm shall respond promptly and comprehensively to pleadings and discovery demands in State and Federal courts to legal matters involving taxation.

C. Real Estate Development and Related Practice Areas Representation

Law Firm will provide strategic advice and counsel on one or more of the following real estate related practice areas:

(1) Real Estate Development and Finance (Multi-family Residential, Mixed-Use, Commercial, and For-Sale Single Family Homes)

Law Firm shall provide strategic legal advice and counsel on some or all of the following practice areas: residential multifamily, affordable housing, commercial (including office and retail uses), mixed-use rental and condominium, conventional financing and mixed-finance transactions, single family for sale development, low income housing tax credits, new markets

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tax credits, landlord-tenant issues, land use, planning, zoning, complex financing, development and redevelopment issues relating to real property, and development issues pertaining to housing, both with and without affordable housing components, commercial, and mixed-use,. Law Firm may also assist with financial closings for the AH existing public housing communities being preserved under the United States Department of Housing and Urban Development Rental Assistance Demonstration Program or the HUD Faircloth to RAD program. .

Law Firm shall conduct closings for the purchase, sale, ground lease and finance of commercial and/or residential, including affordable, real estate, land swaps, mixed income, mixed-finance, or other affordable housing financing transactions (both rehabilitation and new construction), and related and legal matters..

Law Firm shall provide strategic legal advice and counsel on the issues that arise during the planning, design, construction, and operation, property management and asset management of multi-family and commercial real estate development projects, including financing, licensing, permitting, insurance and bonding arrangements, bidding and award issues, contract administration, mechanics' liens, bond claims, insurance coverage, issues relating to Davis-Bacon, and loan workouts and foreclosures.

Law Firm may represent AH in litigation matters related to construction and real property matters (including landlord-tenant issues) or with other litigation counsel representing AH on related issues and matters as directed by AH.

(2) Real Estate Title Work

Law Firm shall provide services related to real estate title examination, preparation of title reports, certificates of title and title commitments, issuance of title insurance, escrow, closing, and other services relating to real property and other related legal matters. Law Firm shall provide services related to land assemblages and commercial development financing transactions as well.

(3) Fair Housing

Law Firm shall provide strategic legal advice and counsel on all aspects of fair housing law, including, the Affirmatively Furthering Fair Housing Rule, defense of housing discrimination complaints, Section 504 of the Rehabilitation Act of 1973, including physical accessibility requirement compliance and reasonable accommodation requests, and compliance with Violence Against Women Act ("VAWA") requirements. Law Firm shall represent AH in litigation and administrative matters related to fair housing complaints or work with other litigation counsel representing AH on related matters as directed by AH.

Law Firm may also be asked to perform internal investigations of Fair Housing complaints and provide training on Fair Housing laws and related legal matters to AH employees and contractors. Law Firm must be knowledgeable and familiar with the Department of Housing and Urban (HUD) development policies, rules, and regulations with regards to housing authorities

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and the grants processes.

D. Residential Real Estate Closings (including Down Payment Assistance Mortgage Loan closings)

Law Firm shall provide single-family real estate closing services in connection with AH's administration of down-payment assistance programs. Law Firm shall attend a training session on AH's Down Payment Assistance program. Law Firm must adhere to AH requirements, including charging usual and customary fees and collection of title insurance fees and recording fees, among other requirements to be described in the required training session. Law Firm must be aware of the existing policies, rules, regulations, and laws promulgated by HUD related to down payment assistance as a legal subject matter.

E. Bonds

Law Firm shall provide strategic legal advice and counsel on bond and bond transactional issues including but not limited to:

(1) issuance or receipt of proceeds from issuance of tax-exempt bonds under Tax Allocation Districts or other tax-increment financing projects as a subsidy for redevelopment, infrastructure, and other community improvement projects,

(2) issuance of multi-family housing revenue bonds to fund, in part, the revitalization of existing communities, along with the creation of new communities, and

(3) other related legal matters, and other bond-related matters affecting AH as may arise from time to time.

F. Environmental

Law Firm shall provide strategic legal advice and counsel on environmental issues and related legal matters as well as the Georgia Brownfield Act. Law Firm shall represent AH in litigation matters related to environmental issues or work with other litigation counsel representing AH on related legal matters as directed by AH. Law Firm shall provide strategic legal advice as it pertains to the impact of housing developments on real estate land in urban and rural settings.

G. Scope of work for outside Litigation Counsel

The Law Firm or Attorney ("Respondent") shall be readily available to perform the following legal services, as requested by The Housing Authority of The City of Atlanta, Georgia ("Atlanta Housing" or "AH"), and/or its General Counsel. The Respondent shall provide strategic legal advice, counsel, and litigation services, including court or administrative representation, in any practice area, including, but not limited to defense of premises liability, slip and fall accidents, dangerous property, negligent or inadequate security, inadequate maintenance, retail store/restaurant liability and other tort claims, civil rights, contract and business disputes, property matters and other civil or legal matters, and may perform additional services in conjunction with other counsel, as directed by AH.

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The Respondent shall provide AH counsel and service in the defense of all types of tort/civil litigation claims. The Respondent shall respond promptly and comprehensively to pleadings and discovery demands in State and Federal courts. Those duties and/or responsibilities may include any of the following:

- Represent Atlanta Housing as a plaintiff or defendant.
- Engage in litigation-related matters including drafting, discovery, court attendance, mediation, investigation, hearings and trials, and similar activities.
- Defend lawsuits, administrative claims, or other legal claims.
- Conduct discovery, both offensive and defensive.
- Advise on responses to subpoenas, court orders, and requests for information from third parties.
- Research, interpret, and apply laws, court decisions, and other legal authority in the preparation of opinions and briefs; prepare formal legal opinions upon request of Atlanta Housing.
- Prep, interview and depose witnesses.
- Handle appeals, interlocutory and post-trial.
- Conduct litigation, as necessary.
- Provide other legal services as needed.

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, AH will consider proposals emphasizing expertise in subsets of these areas. However only attorneys currently licensed to practice law in Georgia, or law firms including such attorneys, may respond.

H. Workman's Compensation

Law Firm shall provide strategic legal advice and counsel on workman's compensation law in the State of Georgia, including eligible benefits, short-term, long-term and permanent disabilities, family medical leave and related issues, as well as, other legal matters as requested. Law Firm shall also represent AH in litigation or adversarial matters related to workman's compensation law concerns or activities or work with other litigation counsel representing AH on related matters as directed by AH.

I. HUD and Federal Regulatory

Law Firm shall provide strategic legal advice and counsel on one or more of the following: 1) Federal law and legislative issues, including federal housing law and other laws administered by the United States Department of Housing and Urban Development ("HUD"), as well as executive branch orders, rules and regulations and other related matters of relevance to AH as a federally-funded agency; 2) Georgia state and local governmental law and legislative issues including the Georgia Open Records and Open Meetings Acts, tax allocation districts, Georgia legislation, and the Georgia Housing Authorities Law; and/or 3) interaction and transactions between AH and local governments, including the City of Atlanta, Fulton County and DeKalb County, and other related matters.

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Law Firm may also assist with financial closings for the AH existing public housing communities being preserved under the United States Department of Housing and Urban Development Rental Assistance Demonstration Program or the HUD Faircloth to RAD program.

J. Corporate Law and Corporate Governance

Law Firm shall provide strategic legal advice and counsel on one or more of the following: (1) general business matters including corporate and non-profit governance, corporate formation, corporate compliance, bankruptcy, intellectual property, confidentiality, risk management, insurance coverage, conflicts of interest applicable to AH, ethical standards, codes of conduct and other related matters, (2) contracting issues relating to construction, architect/engineering, professional, intergovernmental, general services, utilities, energy performance and supply contracts, and (3) Federal, state and local purchasing and procurement laws and related issues including solicitation procedures, bid protests, privatization of AH functions, and HUD regulations. Law Firm shall represent AH in negotiation and litigation matters related to business, contracting and state and Federal purchasing and procurement issues or work with other litigation counsel representing AH on related matters as directed by AH.

K. Board Counsel

Law Firm will provide strategic advice and counsel to AH's Board of Commissioners and to the board of directors of AH's affiliates on the following practice areas:

(1) Board Counsel, Generally

Law Firm shall provide strategic legal advice and counsel to AH's Board of Commissioners and to the board of directors of AH's affiliates on matters that, either: (a) span multiple practice areas, (b) combine two or more of the practice areas identified below, (c) relate to legal issues not covered by the practice areas listed below, or (d) otherwise utilize the special expertise, advice and counsel of the firm as AH may determine, from time to time. Law Firm's point of contact may be both the General Counsel and the Chairperson of the Board of Commissioners.

(2) Board Governance Counsel

Law Firm shall provide strategic legal advice and counsel on board governance for AH's Board of Commissioners and the boards of directors of AH's affiliates, which includes providing interpretation of relevant federal and state laws, AH's internal policies, practices, procedures, and the respective board's bylaws. Law Firm's point of contact may be both the General Counsel and the Chairperson of the Board of Commissioners.

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(3) Board Employment Counsel

Law Firm shall provide strategic legal advice and counsel to AH's Board of Commissioners on personnel matters, including civil rights, discrimination, employee benefits, hiring and terminations of executives and related matters. Law Firm may also represent the Board of Commissioners in litigation matters related to employment matters or work with other litigation counsel, as directed. Law Firm's point of contact may be both the General Counsel and the Chairperson of the Board of Commissioners.

(4) Board Litigation Counsel

Law Firm shall provide strategic legal advice and counsel to AH's Board of Commissioners on matters relating to litigation, including court representation, in any practice area, including, but not limited to, defense of tort claims, premises liability, contract and business disputes, and may perform services in conjunction with other counsel, as directed by AH. Law Firm's point of contact may be both the General Counsel and the Chairperson of the Board of Commissioners.

2.2 Fee Proposal

Respondent will provide the hourly billing rates for each attorney and legal staff expected to provide services. If applicable, Respondent will provide a monthly flat fee for routine matters that could be handled over the telephone or otherwise without extensive research or legal work or where Respondent's use of attorney time and expense may be estimated with reasonable precision. Respondent will include a sample billing statement. Respondent will explain how AH will be billed for consultations between two or more attorneys who are both members of Respondent's firm. All fees will include all professional services and all administrative costs (e.g., administrative staff services, fax charges, electronic legal researches, etc.). AH will not be billed for general overhead or internal printing, copying or similar charges. Actual out-of-pocket costs such as commercial delivery service fees, court filings, witness fees, outside printing expenses, and similar costs will be reimbursed in accordance with the billing criteria identified on **Attachment 2 - Billing Criteria**.

2.3 Service Location

The services will be rendered primarily at Law Firm's office location. Law Firm may be requested to provide advice and counsel on-site at AH's Headquarters, 230 John Wesley Dobbs, NE, Atlanta, Georgia 30303 or at other locations as designated by AH.

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PART 3 – PROPOSAL EVALUATION

3.1 Clean Hands Policy

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

- A. Statement of Interest ([submit on Prerequisites Page](#))
- B. Pre-requisite Certification Form ([submit on Prerequisites Page](#))
- C. Team Expertise / Firm Experience in the Practice Area* ([submit response on Questions Page](#))
- D. Cost ([submit on Prerequisites Page](#))
- E. Diversity Opportunity Plan ([submit on Prerequisites Page](#))

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, experience, and cost), based upon the evaluation factors specifically established for the RFP. The technical score is based upon the evaluation factors and weights specifically established within this RFP.

Respondent(s) must provide all information outlined in the Evaluation Factors for the Respondent's proposal to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's

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understanding of the Evaluation Factors and capacity to perform the required services of the Request for Proposals. 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 may be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points may be added or deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee. AH reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range.

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

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

EVALUATION FACTORS	MAXIMUM # OF POINTS
A. Statement of Interest	0
B. Pre-Requisite Certification Form	Y/N
C. Experience and Staffing	25
D. Legal Practice Area (for each practice area)	55
E. Fee Proposal Form	15
F. Diversity Opportunity Plan	5
TOTAL	100

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of AH. AH reserves the right to determine the suitability of proposals on the basis of all of these factors. Categories with 0 points are required to be addressed as a part of the proposal.

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Evaluation Factor (Questions) Descriptions

Evaluation Factor A

Statement of Interest..... 0 Points

The Statement must include the following:

- 1) Statement of Law Firm's interest in working with AH;
- 2) Ownership information, size of the Law Firm and location of the office providing services under this RFP;
- 3) Summary of how Law Firm satisfies and can demonstrate its compliance with AH's requirements related to experience, qualifications, and professional expertise; and
- 4) The full name, title and signature of a person authorized to negotiate services and cost with AH and commit Law Firm to a contract. Include the phone and fax numbers and email address of the authorized representative.
- 5) If Law Firm requires a written agreement or a letter of engagement, in addition to AH's Agreement, **please provide a sample.**

Evaluation Factor B

Pre-Requisite Certification Form 0 Points (Y/N)

Law Firm must respond to the requirements on the **Attachment 1 – Pre-Requisite Certification Form**. **Respondent is required to demonstrate compliance with these threshold requirements set forth on the Pre-Requisite Certification Form (see Attachment 1) as a pre-requisite to any further evaluation of the Proposal. The failure to certify as to compliance with these requirements will cause the proposal to be deemed non-responsive and the proposal will not be further evaluated or considered for award.** AH may verify the information found in the Respondent's Pre-Requisite Certification Form prior to any further evaluation of the Proposal.

Evaluation Factor C

Experience and Staffing 25 Points

This evaluation factor will score the Respondent's qualifications, capacity and experience of Respondent and key members of Law Firm identified as lead personnel to provide legal services for the practice areas covered by the AH contract.

SUBFACTORS

Law Firm must provide a statement describing Law Firm's abilities relating to the following:

1. A list of corporate, non-profit and government clients who may be used as references for AH to consider in evaluating Law Firm's proposal. Include client's name, contact person, telephone number, and e-mail address.
2. Any actual or potential conflicts of interest or adversarial litigation against AH or any of its officers or employees. Include any past conflicts of interest, adversarial litigation, or administrative action from the last 10 years.

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3. Availability to provide services, as needed to stay on deadline during evening hours after 5:00 p.m. on weekdays.
4. Method for keeping AH updated on matters for which services are requested.
5. Approach to ensure continuity of work when the attorneys at Law Firm assigned to provide services becomes temporarily or permanently unavailable for any reason.
6. The attorney structure of your firm for the past three years, specifically the number of: (1) associates who have practiced three years or less; (2) associates who have practiced more than three years but less than seven; (3) non-equity partners; (4) equity partners; and (5) of-counsel.
7. Strategic partners and technological solutions your firm uses for work that can provide efficiencies, including temporary staffing, document management and research tools.
8. The associate and partner retention rate on an annual basis for the past three years.
9. The number of years Law Firm has been in business.
10. Ability to represent AH's interests, given AH's current development/private management partners and their affiliates, including government and quasi-governmental entities. Disclose past (last 10 years) representation of any of the following entities: City of Atlanta, Invest Atlanta, WorkSource Atlanta formerly Atlanta Workforce Development Agency, Atlanta Regional Commission, Atlanta Independent School System also known as Atlanta Public Schools, Grady Redevelopment, LLC; Integral Development LLC; Urban Realty Partners – Grady Redevelopment, LLC; The Integral Group, LLC; Capitol Gateway, LLC; TCR Georgia Housing Limited Partnership; Harris Redevelopment, LLC; Real Estate Strategies, LLC; Perry Homes Redevelopment, LLC, Columbia Residential; Brock Built; Carver Redevelopment, LLC; Russell New Urban Development, LLC; McDaniel Glen Revitalization, LLC; RHA Housing, Inc.; Summech Community Development Corporation; Urban Realty Partners – Capitol Redevelopment, LLC; Creative Choice Homes, Inc.; Integral Properties, LLC; Urban Residential Development Corporation; The Michaels Development Company I, L.P.; Interstate Realty Management Company; Integral Property Management LLC; Columbia Residential, LLC; Columbia Residential Property Management, Inc.; New Affordable Housing Partnership, Inc.; Affordable Housing Partnership, Inc.; New Columbia Residential, LLC; New Columbia Residential Property Management, LLC; IBG Construction Services LLC; Integral Youth and Family Project.

Evaluation Factor D

Legal Practice Area(s)55 Points

This Evaluation Factor will be scored for each practice area. Respondent must provide a response to this Evaluation Factor for each practice area for which Respondent is submitting a proposal. {The four questions below must be answered for every practice area. Additional questions are listed under the specific practice area.}

1. History of providing the legal services in the practice areas for which Respondent is submitting a proposal for local government, federally funded entities, or housing authorities. Describe in detail the types of services provided; the duration of such services; the size of the transaction or matter; and any additional detail that would provide AH with sufficient information to evaluate the quality and quantity of services provided to such entities.

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2. The number and practice level/position of attorneys at law firm who practice within the specific practice area for which Respondent is submitting a proposal. Include the names and resumes* of staff who would be working directly with AH. Include each person's experience in providing legal advice in the subject areas to which Respondent is submitting a proposal as well as experience providing legal advice to organizations similar to AH. Indicate who the primary contact would be along with contact information (name, title, telephone number, email address).
3. A list of no less than three current clients for whom Respondent currently provides services relevant to each of the practice areas for which Respondent is submitting a proposal. Include client's name, contact person and title, telephone number, and e-mail address.
4. The ratio of partners to associates performing the services for AH.

***NOTE:** Staff Résumés (see Part 3 – Proposal Evaluation; paragraph 3.2) will also be evaluated under this Evaluation Factor. This information will not be included in page limit.

Evaluation Factor E

Fee Proposal Form 15 Points

1. Describe your law firm's experience with, and willingness to offer alternative or value-based billing structures. Describe how that approach can be offered for the practice area for which you are submitting a proposal.
2. Identify the reasonable compensation for each practice area. Include the hourly billing rates for each attorney and legal staff expected to provide services. If applicable, provide a monthly flat fee that would be charged to advise on routine matters that could be handled over the telephone or otherwise without extensive research or legal work or where Respondent's use of attorney time and expense may be estimated with reasonable precision. Explain how AH will be billed for consultations between two or more attorneys who are both members of your firm; Identify billing increments (i.e. 1/10 hour, ¼ hour, etc.). All fees shall include all professional services and all administrative costs (e.g., administrative staff services, fax charges, electronic legal researches, etc.). AH shall not be billed for general overhead or internal printing, copying or similar charges. Actual out-of-pocket costs such as commercial delivery service fees, court filings, witness fees, outside printing expenses, and similar costs will be reimbursed in accordance with the billing criteria identified on **Attachment 2- Billing Criteria**.
3. Include a sample billing statement.

Evaluation Factor 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

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used when possible in AH’s contracting opportunities.

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

MAXIMUM TOTAL POSSIBLE POINTS (Per Practice Area)100 POINTS

3.4 Responsibility Determination

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

a) Financial Capacity Determination

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

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

b) Technical Capacity Determination

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

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

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

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

PART 4 – TERMS SHEET

4.1 Compliance with E-Verify

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

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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 law firms 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.

4.4 Atlanta Housing Section 3 Policy

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) requires that AH ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public 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 Law Firms, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The Respondent will be required to submit with their proposal either a Contract Compliance Affidavit (Schedule A) or a measurable Section 3 Action Plan via MWBE and Section 3 Business Utilization Plan (Schedule B) to include training, employment, contracting and other economic opportunities throughout all phases of the development work. The Action Plan should include a brief description of the job opportunities, business opportunities and/or training for Section 3 eligible participants. Some examples of opportunities include word processing, payroll, research, accounting, landscaping, painting, carpentry,

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and catering, to name a few. As law firms, 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

Respondent and its agents will be held to be an independent law firm, 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

Law Firm 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

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\$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, Law Firm 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 Law Firm 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.

Law Firm 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 Law Firm to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to AH's Senior Vice President Contracts & Procurement, 230 John Wesley Dobbs Avenue,

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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.

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

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

4.10 Indemnification

AH is defined in this section to include AH, its affiliates, Commissioners, affiliate directors, officers, employees, agents **and/or** assigns. Law Firm 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 Law Firm or (b) the performance of the Services, whether by Law Firm, a subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder. Law Firm's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Law Firm or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Law Firm 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 Law Firm 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.

Law Firm 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,

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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, Law Firm 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, Law Firm 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) Law Firm agrees to send to each labor organization or representative of workers with which Law Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Law Firm'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) Law Firm will certify that any vacant employment positions, including training positions, that are filled one (1) after Law Firm 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 Law Firm'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)

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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

Law Firm 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, Law Firm must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR part 15.

e) Equal Employment Opportunity

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

f) Anti-Lobbying

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

3) Law Firm 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 Law Firm a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Law Firm 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,

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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 Law Firm in connection with the contract or in the RFP process shall constitute a material breach that is not susceptible to cure by Law Firm. Upon the termination of the contract by AH pursuant to this subsection, Law Firm 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 Law Firm for a termination for convenience, in no event shall the payment to Law Firm exceed the aggregate price set forth in the contract or any outstanding task order, whichever is less, and there shall be deducted:

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

d) If the termination is due to breach by Law Firm, AH may (i) require Law Firm 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 Law Firm shall be liable for any additional cost incurred by AH; and (iii) withhold any payments to Law Firm, for the purpose of off-set or partial payment, as the case may be, of amounts owed to AH by Law Firm.

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

f) Law Firm 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 Law Firm. Law Firm shall provide full disclosure to AH and the third-party Law Firm 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 Law Firm 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 Law Firm, 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. Law Firm shall proceed diligently with performance of the contract, pending decision from AH concerning any claim hereunder.

c) If Law Firm does not agree with the decision of AH, Law Firm 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.

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4.14 Examination and Retention of Law Firm's Records

a) Law Firm shall maintain, during the performance of the contract, and for a period of at least three (3) years following the date of final payment under the contract, all of Law Firm'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) Law Firm 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 Law Firm during the contract period in connection with the performance of the Services hereunder (collectively, "Works") shall be considered work made for hire by Law Firm and owned by AH. Works shall not be reproduced or used by Law Firm without the express written consent of AH. Law Firm shall execute all documents and take all actions necessary to vest ownership of the Works in AH.

4.16 Intellectual Property

Law Firm 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 Law Firm 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"). Law Firm agrees to only use AH's Confidential Information to the extent necessary to perform the Services as contemplated herein. During the Contract Period and for two (2) years following the expiration or earlier termination thereof, Law Firm 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, Law Firm shall carry out

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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 Law Firm 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. Law Firm 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 Law Firm; (b) information which Law Firm 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 Law Firm developed independently from any relationship with AH; and (d) information which Law Firm 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. Law Firm agrees to notify AH if any of the following persons enter into an agreement with Law Firm while such persons are in the roles listed below or within one year after termination of such roles and further certifies that Law Firm is not:

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

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

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

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

At all times while Law Firm 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 Law Firm 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 Law Firm'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 Law Firm 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. Law Firm 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

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

SECTION 5 – FORM OF CONTRACT

5.1 Exceptions to Contract

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

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

5.2 Contract Terms and Conditions

The contract that AH expects to award as a result of this RFP will be based upon the RFP, the contract

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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).