



**Request for Proposals #2025-0058
Aging Well Programs and Services**

October 17, 2024

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) is seeking proposals from qualified, professional companies to provide senior programming including life enrichment and fitness classes, meals, community events and other activities that promote aging well. The scope will include activities at senior centers in addition to offerings that utilize community/ shared spaces, local points of interest, and the utilization of technology to facilitate programming remotely. AH may enter into one or more contracts with successful Respondents to this RFP at its sole discretion.

1.3 Contract Term

Contracts awarded from proposals received in answer to this solicitation will be for an initial term of one (1) year with the option to extend the contract, at Atlanta Housing’s sole discretion, for four (4) additional one (1) year option terms for a potential total maximum term of five (5) years.

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	<p>Thursday, October 17, 2024</p> <p>Go to www.atlantahousing.org to download - https://www.atlantahousing.org/doing-business-with-ah/vendors/</p>
Pre-Proposal Conference	<p>Thursday, October 31, 2024 at 1:00 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/9876543210</p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p>
Deadline for Questions and/or Comments	<p>Thursday, November 07, 2024 by 1:00 P.M., EDT</p>
Proposal Due Date and Time	<p>Friday, November 15, 2024 by 5:00 P.M., EDT</p>

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.

- 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 **Thursday, November 07, 2024 1:00 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
LaTasha Cole Purchasing Analyst latasha.cole@atlantahousing.org The Housing Authority of the City of Atlanta, Georgia Contracts & Procurement Department 230 John Wesley Dobbs Avenue, NE 5 th Floor Atlanta, Georgia 30303-2421

PART 2 – SCOPE OF WORK

2.1 Purpose

It is the intent of Atlanta Housing to enter into one or more contracts with qualified, professional service provider(s) to establish a comprehensive and cost efficient service delivery strategy and program(s) that promote health, wellness and active lifestyles among the target groups which include AH-assisted senior residents, ages 55 and older and adults with disabilities, ages 18 to 54, participating in the Housing Choice Voucher Program and residing in AH subsidized communities; community list is provided, see Exhibit A. The location(s) of services and transportation assistance to and from these residences must be provided by the Respondent(s). Locations of services must be within the city of Atlanta except for field trips and other outings and must be accessible to persons with disabilities. The programs will need to have capacity to serve up to 250 seniors and 50 adults with disabilities, with a primary focus on coordinating the participation of residents into existing programs in the city of Atlanta.

2.2. Scope of Work and Specific Requirements

Senior centers are places where older adults can access a range of activities and services to improve their health, well-being, and independence, and where people of all ages can actively engage in their community. They are an integral part of the aging service network, providing a trusted and welcoming place where older adults can connect to needed services. Senior centers are also important community and neighborhood hubs that raise awareness of aging issues, promote engagement, and generate support for healthy aging in communities.

Successful applicants must meet the minimum requirements outlined below and demonstrate the ability to consistently deliver high quality, cost-effective programs that improve the health, well-being and independence of vulnerable populations. High quality programs are those that:

- Respond to the needs and interests of a diverse population of older adults from different cultural, generational and socioeconomic backgrounds;
- Offer and encourage participation in evidence-based programs;
- Employ strategies to increase participation from older adults who do not regularly attend senior centers;
- Build upon neighborhood strengths and community assets;
- Develop partnerships that leverage and fully utilize existing resources and which are supported by diverse and sustainable funding streams; and
- Hire, train and retain quality staff and provide opportunities to develop local leaders/ volunteers to support the center and the community.

Respondent(s) may submit proposals to provide services for one or both of the target groups. Preference will be given to the Respondent(s) who can leverage their own resources, either financial, in kind, or with additional resources per contract year (including option years), to deliver a comprehensive program to participating residents. The Respondent(s) must align to the National Council on Aging's best practices and offer a wide variety of programs and services, including:

- Social and recreational activities
- Educational and arts programs
- Meal and nutrition programs
- Technology access and training
- Information and assistance
- Health, fitness, and wellness programs
- Transportation services
- Public benefits counseling
- Employment assistance

- Volunteer and civic engagement opportunities
- Intergenerational programs

Target Population

Service recipients will include Atlanta Housing assisted senior residents, ages 55 and older and adults with disabilities, ages 18 to 54, participating in the Housing Choice Voucher Program and residing in AH subsidized communities; community list is provided, see Exhibit A. The location(s) of services and transportation assistance to and from these residences must be provided by the Respondent(s). Locations of services must be within the city of Atlanta except for field trips and other outings and must be accessible to persons with disabilities. The services will need to have capacity to serve up to 250 seniors and 50 adults with disabilities.

The selected Respondent(s) will be responsible for meeting performance standards and deliverables as identified by AH and will:

- Establish a service delivery strategy, implementation plan, schedule, and outreach plan that:
 - o engages seniors and/or adults with disabilities in services, programs, and activities
 - o ensures seamless marketing, outreach, and resident satisfaction
 - o accommodates residents who speak different languages including Korean, Chinese, and Russian
 - o fulfills the National Council on Aging's Standards of Excellence for Senior Centers (NCOA.org)
- Provide transportation assistance to and from the service delivery site(s) for residents who participate in the program, for each day of the program.
- Provide program information in the monthly invoice to include information on participant registration, participation in activities, and participant satisfaction.
- Provide refreshments and a full nutritional lunch for all program participants (based on USDA standards or other comparable standards)
- Educate, support and provide opportunities for people to make choices to improve health and well-being. Examples include exercise classes, dance classes, health screening (blood pressure, blood glucose checks), health education, evidence-based exercise classes designed for older adults, foot care, and training to self-manage chronic conditions.
- Schedule activities and opportunities led by qualified staff and volunteers that are designed to build relationships among clients, teach new skills, and/ or enhance and use participants' skills. Examples include guest lecturers, cultural activities, art/ painting classes, computer classes, card and board games, crafts, dances, classes/ workshops, trips, volunteer programs, and leadership development programs.
- Provide social service information and assistance provided by qualified staff, volunteers, or in partnership with other community-based organizations. Examples include but are not limited to: providing information to help participants access services including financial/ life planning, providing information on public benefits programs (food stamps, Medicare, Supplemental Security Income, emergency assistance); helping participants fill out insurance, benefit, or entitlement eligibility forms and applications; and connecting participants to resources.
- Provide program offerings that utilize community/ shared spaces, local points of interest, and the utilization of technology to facilitate programming remotely.
- Provide dedicated space. Senior centers must have dedicated space for older adults to gather for drop in visits and to participate in scheduled programming and activities, specifically:

- o Centers must be open for both scheduled and drop-in activities at least 5 hours per day, a minimum of three days per week;
 - o Operational hours and scheduled activities should be determined based upon the needs and preferences of the community and target populations;
 - o Space should be appropriate for the type of activities and services offered, including group activities and individual services, with capacity to support administrative needs;
 - o Facilities should be safe and accessible;
 - o Facilities must have appropriate permits for related activities; and
 - o Services must accommodate caretakers and live-in aides and other reasonable accommodations for seniors and adults with disabilities. Services, activities and meals for caretakers and live-in aids are not required or covered under this scope of work.
- Provide adequate and qualified staff. Operations must be managed by qualified individuals, who are actively involved in the daily operations of the center. There should be a sufficient number of qualified staff and/or volunteers to effectively conduct the center’s programs and services.
 - Senior centers must have either a Board of Directors or Advisory Council that meets regularly for the purpose of providing community and senior participant input into center operations, including program planning and design, service delivery and evaluation, and outreach and marketing.
 - Centers must have written job descriptions for staff and key volunteers which define the skill, experience, and training necessary for each position and list the duties and responsibilities of each position.
 - Senior centers must develop collaborations and partnerships with other community-based organizations that minimize service duplication and enhance the quality of service delivery.
 - Agencies must identify other resources to be used in addition to the requested funds. Other resources must total 15% or more of the total program cost. In addition to other grant funds, other resources may include donations of goods and services (volunteer time), monetary donations, and participant fees. Programs that are hosted by the senior center, but which are funded by other agencies, are not part of the center’s operating budget and should not be included as part of this resource requirement.
 - Agencies must possess an electronic database that records client attendance and participation in each activity or event offered by the senior center. The database must have the capacity to securely store and report aggregate demographic data for participants, service utilization data for core components (number of activities, number of unduplicated participants, and attendance by activity), and outcome measures as stated in any resulting contract on an annual basis and upon request. Agencies must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases.

Compliance

Applicants agree to provide services in accordance all federal, state, and local laws and codes, and with the Georgia Department of Human Services – Home and Community Based Services Requirements.

Additionally, Respondents must agree to provide services in accordance with the National Institute of Senior Centers’ (NISC) National Senior Center Standards. For additional information about NISC, the National Senior Center Standards, and Building Excellence, please visit [The National Institute of Senior Centers \(ncoa.org\)](http://The National Institute of Senior Centers (ncoa.org)).

Program Outcomes

The successful Respondent(s) will be responsible in meeting performance requirements and desired program outcomes as agreed to with AH. The successful Respondent(s) will establish a comprehensive and cost-efficient service delivery strategy that responds to the highest priority needs and interests of seniors and/or adults with disabilities. The services provided by the successful Respondent(s) will help participants who attend the program achieve the following outcomes:

- Sustained engagement and participation in active living services and/or activities that will enable them to achieve personal life goals and maintain independence in their community
- Increased awareness of, access to, and utilization of resources that promote economic and housing stability and improved social and health outcomes (e.g., Medicaid/Medicare benefits, assistive devices, community support services)
- Enhanced social engagement and quality of life
- Reduced Isolation
- Improved Strength and Balance
- Maintained Cognitive Health
- Positive Nutrition Status
- Active Health Promotion and Chronic Disease Management
- High level of customer satisfaction (85% or above) on participant surveys

Data Reporting

The Contractor(s) will measure satisfaction and track the progress of Participants related to the outcomes stated above, over time as a result of their participation in services. As part of AH's contract administration procedures, quarterly reviews of the selected agency's performance may be conducted for the purpose of assessing the agency's contract compliance and entitlement to monthly payments based on the agency's ability to meet the identified schedule, performance standards, and deliverables.

Data collected will include:

- Monthly roster and schedule of services and activities offered
- Monthly attendance for each activity and names of residents who participate in the activity
- Monthly transportation logs of residents who attend the program
- Quarterly satisfaction and progress surveys; surveys are to be provided at the program site and residents are to be encouraged to participate in the survey
- Monthly accounting of refreshments and/or meals served to residents

The Contractor(s) will be required to maintain data on its comprehensive programs, schedules, services, and implementation. The Contractor(s) will provide a written report of requested service data to AH's designated Point of Contact monthly. In addition to the final annual report, the data collected must be submitted to AH for billing purposes via the AH secure portal.

2.2 Current AH Fee Structure

Respondent will outline **(i)** fully burdened fees including all direct, indirect, general and administrative costs associated with providing the services; **(ii)** any discounts or other fees to deliver the services for duration of the resulting contract and **(iii)** fees for optional services provided by the Respondent's organization not specifically outlined in AH's scope of work, if applicable. Fees shall include all costs necessary to perform work under the terms and conditions of this solicitation.

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. The sections are as follows:

- Letter of Interest ([submit on the Prerequisites Page](#))
The Letter shall include the following:
 - i. Statement of Firm's interest in working with AH;
 - ii. Details of Firm's workload and ability to be responsive to AH requirements;
 - iii. Provide an overview of your company including a brief description of your firm's history, ownership structure and financial stability; and
 - iv. Identify the name and signature of an authorized representative of the Firm authorized to negotiate services and cost with AH. Please include the authorized representative's name and title, telephone (or mobile) number and email address.
- Response to All Evaluation Questions B through E ([submit on the Questions Page](#))
- Fee Proposal Form ([submit on the Questions Page](#))
- Optional Services, if available ([if submitting optional services list, submit with Fee Proposal on the Questions Page](#)) - Please provide AH with a description of additional products and optional services that will enhance the services requested and their ability to enhance our business operations. To that end, the Respondent may envision additional services that will aid AHA in achieving this goal. Please identify optional services provided by your organization and the associated fees for those services. AHA may wish to consider these optional services based on the availability, associated costs and value add to the overall increased functionality optional services may provide.

3.3. Evaluation Factors 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. Proposals will be evaluated based on the responsiveness of the Respondent’s information to the Evaluation Factors which will demonstrate the Respondent’s understanding of the Evaluation Factors and capacity to perform the required services of the Request for Proposals. The quality of answers rather than length of responses to this RFP is important. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

Evaluation Factor (Question)	Items	Submitted Yes / No	Points
A	Executive Summary	Required	Evaluated not weighted
B	Capacity and Experience	Required	40 Points
C	Program Design	Required	40 Points
D	Fee Proposal	Required	15 Points
E	Commitment to Diversity	Required	05 Points
	Maximum Point Value		100 Points

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

EVALUATION FACTORS / QUESTIONS DESCRIPTIONS

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

Evaluation Question A

Executive SummaryEvaluated not weighted

The Respondent must provide an Executive Summary of two (2) pages or less, giving a brief summation of the agency, and associated experience in delivering after-school and summer camp programs for youth. Please include:

- Organization’s Legal Name
- Street Address
- Mailing Address
- Website Address
- Business Hours
- Executive Officer
- Board of Directors
- Type of Organization
- Experience: Date of Incorporation, Number of Consecutive years providing Senior Center Services

Evaluation Question B

Capacity and Experience.....40 Points

- **Agency Mission and Strategic Plan.** Provide a narrative description of your organization’s mission and strategic plan, summarizing short-term and long-term goals and how the plan has been operationalized to date.

- **Organizational Structure.** Describe your organization’s structure, lines of authority, funding resources and support to ensure the work described in the RFP is implemented and continues to be successful (include an organizational chart).
- **Personnel Profile.** Demonstrate your organization’s capacity by identifying the number of full-time and part-time staff that will be made available to fulfill the requirements of this RFP. Provide job descriptions for all existing and planned positions detailing information associated with staff/volunteer qualifications, certifications, and/or licenses with respect to meeting the social service needs of seniors and/or adults with disabilities, while providing life enrichment activities. Staff should have demonstrated expertise and ability to provide culturally sensitive services, programs and activities designed to meet the needs and interests of low- and moderate-income seniors and adults with disabilities. Provide resumes of all current staff, highlighting experience and expertise in the development and management of programs for seniors, and adults with disabilities, ages as previously defined and other applicable skills necessary to effectively complete the work. Describe your organization’s procedures for recruitment and training of staff and volunteers.
- **Cultural Competence:** Describe your organization’s strategy for ensuring that underserved cultural, ethnic, and linguistic groups are engaged and provided with responsive and accessible services.
- **Record and Reporting Systems:** Describe your organization’s capacity to safeguard public funds, including maintaining records, documents, and other materials relevant to the provision of services (i.e., internal control policies, evidence of fiscal stability). A copy of all agency policies preceded by a table of contents are required. Describe the database used by your organization and the reports related to participation, demographics, and service utilization.
- **Facilities.** Explain whether the facility is owned, leased, shared, etc. Describe the following attributes related to the portions of the facility that will be used for senior center activities:
 - Total number of available rooms, capacity of each room, and function of each room used by the center;
 - Accessibility (ramps, elevators, seating, parking, Americans with Disabilities Act adaptations); and
 - If the center operates in a shared or leased facility, provide a copy of the lease or shared use agreement
- **Experience.** Describe your organization’s success with providing similar programs or services for seniors and /or adults with disabilities, and describe any innovative approaches used by your organization in implementing similar programs or services. Please list the number of years your organization has provided senior center services, the number of participants served annually, funding sources and any audit findings during the time of service provision.

Evaluation Question C

Program Design..... 40 Points

- **Core Services.** Describe the core features of your senior center and outline the key service components of your program. Include when and where (locations, times, days of week, etc.) services will be delivered. Include all programs and services, including drop-in hours, offered at your center. Provide copies of your six most recent activity calendars/newsletters.
- **Evidence-based Programs.** Describe what evidence-based programs as defined by the Administration for Community Living and/ or the U.S. Department of Health and Human Services

will be provided.

- **Program Outreach.** Describe your outreach plan to engage new participants.
- **Partnerships and Collaboration.** Describe how the senior center will collaborate with other organizations to deliver services. What collaboration/partnerships are most essential to the success of your senior center? How will participants benefit from these collaborations? Please list each partner and program/ service offering. Describe steps you have taken to create partnerships with new community-based organizations. Explain how you will refer clients to other community-based programs and services in a seamless, person-centered manner.
- **Quality Assurance and Evaluation.** Provide a detailed process for evaluation of participant satisfaction and service outcomes. Describe survey methods, tools, and administration. Provide examples of how previous survey information has been integrated into program development efforts and continuous quality improvement.

Atlanta Housing may elect to conduct site visits to determine adequate staff, space, and facility accessibility in compliance with the Americans with Disabilities Act.

Evaluation Question D

Fiscal Capacity 15 Points

Fee Proposal - Provide a comprehensive fee proposal to include a breakdown of cost per participant as identified in Exhibit B - *Fee Proposal*. Rates shall include all labor, equipment, materials, transportation, general administration, materials and printing necessary to perform work under the terms and conditions of this solicitation. The Respondent(s) must demonstrate its commitment of additional resources, either in kind or financial, toward establishing and sustaining the program. Please ensure that the proposed budget encompasses, at a minimum, 15% of in-kind contributions.

Revenue Diversification: Describe your organization’s plan to ensure the diversification of revenue, including a plan to ensure the presence of sufficient funding to meet organizational needs in the event that the receipt of planned revenue should temporarily cease. Briefly explain how your agency has the ability to meet program expenses in advance of reimbursement. Explain how the organization would ensure the continued delivery of services if AH funding were no longer available.

Independent review: Provide a copy of your company’s independent audit covering the (2) most recent fiscal years conducted by an independent Certified Public Accountant.

Evaluation Question E

Commitment to Diversity.....5 Points

This evaluation factor will be used to score Respondent(s) commitment to diversity. Respondent(s) should indicate any past or current successes and/or proposed activities relating to Section 3 (see 24 CFR 75) and MBE/WBE initiatives.

MAXIMUM TOTAL POSSIBLE POINTS.....100

3.4 Responsibility Determination

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

a) Financial Capacity Determination

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.

PART 4 – TERMS SHEET

4.1 Compliance with E-Verify

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

("E-Verify Affidavit") – see **Prerequisites** – State of Georgia Contractor E-Verify Affidavit. The E-Verify Affidavit is Respondent's certification that it has registered with, is authorized to use and uses the federal work authorization program.

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

4.2 Licenses, Permits and Certifications

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

4.3 Atlanta Housing Opportunity Inclusion Policy (OIP)

It is the policy of Atlanta Housing that Minority, Women and 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.

4.4 Atlanta Housing Section 3 Policy

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

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

4.5 Certification Regarding Debarment

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

4.6 Respondents' Status

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

4.7 Funding Limitations

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

4.8 Government Restrictions

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

4.9 Insurance

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

A. Minimum Limits and Coverage

- I. Worker's Compensation and Employer's Liability with the following minimum limits and coverage:

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

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

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

B. Additional Requirements

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

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

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

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

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

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

4.10 Indemnification

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

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

4.11 Compliance with Laws

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

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

b) HUD Section 3 Compliance:

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

2) The Parties hereby agree to comply with HUD's regulations in 24 CFR Part 75, which implement HUD Section 3 (the “Implementing Regulations”). As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the implementing Regulations.

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

4) Contractor will certify that any vacant employment positions, including training positions, that are filled 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 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

c) Energy Efficiency

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

d) Clean Air and Clean Water

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

e) Equal Employment Opportunity

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

f) Anti-Lobbying

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

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

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

4.12 Termination for Convenience and Default

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

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

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

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

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

e) If, after termination for breach by Contractor, it is determined that Contractor had not in fact breached the contract, the termination shall be deemed to have been affected 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 the same as subsection (a) above. "Subcontract," as used in this section, excludes contracts not exceeding \$10,000.

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

4.15 Ownership Rights in Works

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

4.16 Intellectual Property

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

4.17 Confidential Information

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

4.18 Conflicts of Interest

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

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

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

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

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

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

4.19 Prohibition against Gifts/Favors/Anything of Monetary Value

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

4.20 Assignment

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

4.21 Non-Exclusive Rights

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

4.22 Contract Modification

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

4.23 Governing Law

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

4.24 Required AH Vendor Registration

In order to do business with AH, Respondent must be a registered vendor prior to submitting a response.

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

SECTION 5 – FORM OF CONTRACT

5.1 Exceptions to Contract

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

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

5.2 Contract Terms and Conditions

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

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

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

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

Senior Community Listing

1. Cosby Spear Highrise, 355 North Avenue NE, Atlanta, GA 30308
2. East Lake Highrise, 380 East Lake Boulevard SE, Atlanta, GA 30308
3. James Allen Jr. Place, 2610 Martin Luther King, Jr. Drive SW, Atlanta, GA 30311
4. Barge Senior Tower, 2440 Barge Road SW, Atlanta, GA 30331
5. Tenth and Juniper, 150 Tenth Street NE, Atlanta, GA 30309
6. Marietta Senior Tower, 2295 Marietta Road NW, Atlanta, Atlanta, GA 30318
7. Peachtree Senior Tower, 2240 Peachtree Road NE, Atlanta, GA 30309
8. Piedmont Senior Tower, 3601 Piedmont Road NE, Atlanta, GA 30305
9. Cheshire Bridge Highrise, 2170 Cheshire Bridge Road NE, Atlanta, GA 30324
10. Marian Road Highrise 760 Sidney Marcus Boulevard NE, Atlanta, GA 30324
11. Georgia Avenue Highrise, 174 Georgia Avenue SE, Atlanta, GA 30308

Exhibit B

Weekly Program Schedule

Provide sample activities for each timeslot.

	Monday	Tuesday	Wednesday	Thursday	Friday
9AM					
10AM					
11AM					
12PM					
1PM					
2PM					
3PM					
4PM					