



**Request for Proposals #2025-0073  
Short-Term Housing Assistance Program**

**November 1, 2024**

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**Albert Murillo, Senior Vice President  
Contracts & Procurement**

## **PART 1 – GENERAL INFORMATION**

### **1.1 About Atlanta Housing**

The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing” or “AH”) is the largest housing authority in Georgia and one of the largest in the nation. AH provides and facilitates affordable housing resources for over 26,000 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](http://www.atlantahousing.org).

### **1.2 Background**

Over the years, Atlanta Housing (AH) has created strategies to address and prevent homelessness in the City of Atlanta and established a short-term housing assistance pilot program (the “Program”) to serve families in need of rapid rehousing or to reduce imminent threat of homelessness due to temporary crises and setbacks. As a homeless prevention measure, the Program is not designed to address chronic homelessness, but instead, has an overarching goal to mitigate episodic homelessness. The Program has been critical to enable numerous families achieve stability and successful housing outcomes on their own.

The Program assists households with at least one parent or legal guardian and a dependent child or children under 18 years of age – or – an adult head of household who is at least 55 years of age, and households have demonstrated capacity to pay their own housing expenses following exhaustion of temporary housing benefits (“Eligible Families”). The Program provides families with short term housing-related financial assistance to help (i) overcome crisis situations that put them at-risk of losing their housing; or (ii) move from transitional housing settings to affordable rental housing (“Short Term Housing Assistance”).

Short Term Housing Assistance can be used to pay for direct housing costs related to stabilizing the housing arrangement of families in financial crisis. Allowable expenses include: rent for up to three (3) months, rental arrears, application/move-in fees, security and utility deposits and/or arrears, and up to 30 days motel vouchers where unit is identified but not yet ready for move-in. Once stabilized under the Program, such families will be able to pay their housing expenses without additional assistance.

### **1.3 Contract Term**

Contracts awarded from proposals received in answer to this solicitation will be for an initial term of one (1) years with the option to extend, 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	Friday, November 1, 2024 Go to <a href="http://www.atlantahousing.org">www.atlantahousing.org</a> to download - <a href="https://www.atlantahousing.org/doing-business-with-ah/vendors/">https://www.atlantahousing.org/doing-business-with-ah/vendors/</a>
Pre-Proposal Conference	Thursday, November 14, 2024 at 1:00 PM, Atlanta Time  Via ZOOM: Register in advance for this meeting: <a href="https://atlantahousing.zoom.us/meeting/register/tZAudOGocDouHdKoi-WbGBraaHzpH-T2LW9">https://atlantahousing.zoom.us/meeting/register/tZAudOGocDouHdKoi-WbGBraaHzpH-T2LW9</a>  <i>After registering, you will receive a confirmation email containing information about joining the meeting.</i>
Deadline for Questions and/or Comments	Tuesday, November 19, 2024 by 3:00 P.M., Atlanta Time
Proposal Due Date and Time	Friday, December 6, 2024 by 3:00 P.M., Atlanta Time

**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 **Tuesday, November 19, 2024 on or before 3:00 PM.**
- B. Responses to these questions will be addressed in writing via the AH's electronic procurement system. AH **will not** respond to questions and/or requests for information after the date stated above or received via e-mail or any other means.
- C. **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](mailto:Latasha.cole@atlantahousing.org)  
The Housing Authority of the City of Atlanta, Georgia  
Contracts & Procurement Department  
230 John Wesley Dobbs Avenue, NE 5<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421

## PART 2 – SCOPE OF WORK

### 2.1 Scope of Work

#### **Service Coordination and Fiscal Management**

In order to continue the Program, AH seeks to partner with an established and stable organization that has the depth and breadth of resources, civic reputation and recognized capacity to serve as the Program's Service Coordinator ("Coordinator"). The Coordinator must be an organization with proven experience as a service organization with skilled administrative and accounting capacity, multiple funding resources, and access to a network of experienced, resource-rich service providers. All of these factors should demonstrate the Service Coordinator's ability to administer the Program successfully.

Atlanta Housing will provide up to \$1,593,000 to fund direct services under the Program and up to \$90,000 to fund indirect services provided by the Service Coordinator to administer the Program. Direct services will include Short Term Housing Assistance and the delivery of services to families, including case management and coordination activities conducted by the Service Coordinator's contracted service providers. Funding for the Program is disbursed on a reimbursable basis disbursed by AH to the Service Coordinator upon receipt of an invoice and a report on the families served under the Program for the period of the invoice. The Service Coordinator must have capacity to advance funding to contracted services providers as necessary for program expenses to include Short Term Housing Assistance and administrative expenses. AH, in its sole discretion, may agree to advance funds to cover start-up costs for administration and anticipated expenses for the initial month after implementation. Upon the conclusion of the initial implementation period and the Service Coordinator's successful implementation of the Program in achieving its stated goals (as determined by AH), funding for the Program will thereafter be disbursed by AH to the Service Coordinator on a fixed incremental basis for any subsequent implementation periods approved by AH for the Program.

#### **Program Protocol**

Eligible Families are defined consistent with AH's definition of family and shall meet income limits per AH procedure. Income limits are published annually and shall be applied to ensure that an Eligible Family's income does not exceed 80 percent of Area Median Income.

The Service Coordinator must adhere to the protocol for the Program, which the Service Coordinator's staff and Service Providers will utilize, without exception, to ensure service delivery consistency and measurement ("Program Protocol"). The Program Protocol defines service delivery goals, procedures, eligibility and selection criteria. As a component of the process to screen and identify Eligible Families, the Program Protocol requires the Service Coordinator and Service Providers to have authorized access to the Homeless Management Information System ("HMIS") in order to examine prior service history of families being considered for the Program.

#### **Expected Outcomes**

Based on the intervention of Short Term Housing Assistance provided to Eligible Families to address episodic homelessness, the Program Protocol addresses demonstrable success metrics and significant outcomes to achieve the primary goals of the Program. Contracted agencies will be expected to establish and deliver services in pursuit of the program goal that helps participants achieve an increased level of housing stability. These success metrics and significant outcomes shall include:

##### **1. Households Served**

- a. Avert homelessness for at least **450 Eligible Families**, including:
  - i. Move-in funds for approximately **162 Eligible Families**; and
  - ii. Rental subsidies (up to three months) for approximately **288 Eligible Families**;
- b. Providing assistance to up to **900 individuals served, including dependents**, with an emphasis on households with children, seniors 55yrs of age or above; and

##### **2. Stabilization Achieved**

- a. **Realize an 80% success rate** among all Eligible Families served
  - i. Measured as the percentage of those served who have the ability to pay their own housing expenses three (3) months after the cessation of housing benefits provided, and

- ii. Validated by follow-up conducted by Service Coordinator or documented in HMIS by the Service Provider.

Service Coordinator shall provide written documentation, acceptable to AH and minimally on a quarterly basis, to validate the results of the demonstrable success metrics and significant outcomes. AH will use such documented results in its determination of demonstrable success metrics and significant outcomes for each successive Option Term, in the event the Program is extended for any successive Option Terms.

**Indirect Services – Services to be provided by Service Coordinator** shall include the following:

1. **Development and delivery of the Program Protocol** to AH within thirty (30) days after the Effective Date, and receipt of AH's approval within fifteen (15) days thereof;
2. **Selection of Service Providers** to effectively and efficiently provide Short Term Housing Assistance to Eligible Families within thirty (30) days after the Effective Date;
3. **Targeted outreach in collaboration with Service Providers** to ensure the identification of Eligible Families, including the selection of priority locations for performing outreach efforts and the promotion of the Program within Service Coordinator's networks to solicit referrals;
4. **Establishment of connections with owners and managers of apartment complexes** in priority locations to assess the availability and quality of housing units and communication of findings to Service Providers, and coordination of Service Coordinator's findings with those connections already established by Service Providers;
5. Subject to the **written consent of Eligible Families** (which will also allow AH to view eligibility status and service delivery data), Service Coordinator and/or the designated Service Provider will **enter eligibility status and service delivery data into HMIS** for Eligible Families (including data from Eligible Families who only receive motel vouchers).
6. **Written guidelines for program operation**, including selection criteria outlining standards for determining type, length, depth of assistance, and family contribution toward rent for assisted households; rent burden and housing sustainability assessment; grievance procedures; and good cause standards for termination of assistance. Selection criteria must outline agency procedures for the fair and equitable distribution of assistance among potential qualified applicants.
7. **Production of a Monthly Program Report on the 10<sup>th</sup> day of each month** thereafter, containing HMIS Data and other data relating to the performance of the Service Providers under the Pilot Program, including, without limitation, the following items:
  - a. matters related to accounting of Program expenditures;
  - b. the number of families served and demographic profile;
  - c. family housing status prior to receipt of Short Term Housing Assistance;
  - d. Short Term Housing Assistance types and costs per Eligible Family;
  - e. exit destinations for Eligible Families served by Short Term Housing Assistance; and
  - f. Other relevant information regarding the establishment, operation and performance of the Program, as determined by AH and Service Coordinator.
8. **Production of a Quarterly Impact Report** (based on AH Fiscal Year period) that depicts a summary of families engaged – both eligible and ineligible, average household income and size, number of Eligible Families supported via prevention assistance vs. transition assistance; and includes at least three (3) success story narratives.
9. **Coordination of all Direct Services provided by Service Providers to ensure the successful administration** of the Pilot Program and the achievement of the Program Goals (as defined below); and
10. **Provision of any additional services requested by AH to further the objectives of the Pilot Program**, including referrals of those families who do not qualify as Eligible Families to other resources.

**Direct Services - Services to be provided by contracted Service Providers** shall include the following:

1. Through the use of the Program Protocol, **providing detailed assessments and making final eligibility determinations** necessary for the identification of Eligible Families;
2. **Enrolling Eligible Families in the Program** through the use of a process, not to exceed ninety (90) days in length, which shall encompass the following steps:
  - a. Completion of intake paperwork;
  - b. Collection of documentation for verification purposes;
  - c. Development of an individual service plan ("ISP") for each Eligible Family ;
  - d. Discussion of goals and assignment of tasks and personalized goals for members of the Eligible Family;

- e. Completion of the ISP for the Eligible Family; and
  - f. Initiation of housing search for the Eligible Family, where applicable.
3. **Providing Eligible Families with assistance to obtain and move into new housing**, which shall include the following:
- a. Review and present housing options to Eligible Families based on their preferences and means, and housing recommendations provided by Service Coordinator;
  - b. Assessment of the rentals for such housing options based on fair market rental values and rent reasonableness standards;
  - c. Negotiation of barriers previously encountered by Eligible Families in their search for stable housing, but only to the extent consistent with the Program Protocol, including credit history, credit scores, criminal backgrounds, income levels and past evictions;
  - d. Providing Short Term Housing Assistance for move-in expenses, including security deposits, first month rentals and initial utility expenses, and other allowable expenses for the duration of the support period in accordance with Eligible Families' respective ISPs; and
  - e. Having a case manager coordinate initial move-in for Eligible Families, as well as follow up with Eligible Families, and provide necessary counseling and support, 30, 90 and 180 days after initial move-in.
4. **Case management services from enrollment of Eligible Families until movement into permanent housing or stabilization in existing housing**, which shall include the following:
- a. Development of an ongoing stability plan and monthly assessment for financial assistance for each Eligible Family, including calculation of the monthly contribution to be provided by the Eligible Family for rent, utilities and living expenses; and
  - b. At least two (2) contacts per month for the first three months after each Eligible Family has been housed and/or stabilized under the Pilot Program.
5. **Provision of any additional services requested by AH or Service Coordinator** to further the objectives of the Pilot Program, including referrals of those families who do not qualify as Eligible Families to other resources.

Any Short-Term Housing Assistance expenses beyond the outlined Program Scope must be pre-approved by Service Coordinator and AH prior to disbursement to an Eligible Family. Direct Services incurred for case management will be reimbursed using an incentive percentage based on the number of Eligible Families served. All ordinary, reasonable and necessary direct costs, as reasonably determined by AH, incurred by any Service Provider in connection with the delivery of Short-Term Housing Assistance, and subsequently paid by Service Coordinator to such Service Provider, shall be reimbursable by AH as Direct Services under the Agreement.

#### **In-Kind Resources**

In addition to the aforementioned Services, and as further consideration for AH's engagement of Service Coordinator, Service Coordinator shall hire and maintain, at its sole expense (up to a maximum of \$30,000), a Project Manager and Peer Support Specialist who have the qualifications, and who shall perform the responsibilities, set forth in the job descriptions described in the Appendix to this Attachment A. Service Coordinator, at its sole expense or via community resources, shall also provide up to \$37,500 in financial assistance of up to \$150 per Eligible Family for mattresses, beds and basic household furnishings provided by a certified furniture resource agency, i.e. Furniture Bank of Metro Atlanta. Finally, Service Coordinator shall provide, at its sole expense, assistance and connections, as necessary, to Eligible Families requiring addiction/substance abuse, mental health, SSI/SSDI assistance, benefits and in-kind support services from Service Coordinator's network of agencies and in-kind administrative support (human resources administration, financial management and supervision) necessary for effective and proper establishment and operation of the Program. The nature, type and value of In-Kind Resources will be established by Service Coordinator and approved by AH for each successive option year in the event any successive option years are approved for the Program.

## **2.2 Contract Period (Initial and Option Terms)**

The initial term of the contract will be one (1) year from the date the contract is executed between AH and the Service Coordinator. The contract will include options to renew for four (4) one-year terms dependent upon the success of the initial term of the Program.

**[END OF PART 2 – SCOPE OF WORK]**





# Request for Proposals #2025-0073 Short-Term Housing Assistance Program

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

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

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

The Questions Page includes the following Evaluation Questions:

Service Coordinator Experience & Qualifications
Organizational Structure
Recommendations for Sustainability of Program
Approach to Fulfill Role as Service Coordinator
Service Provider Partners Alignment & Performance
In-Kind Assistance and/or Funding Sources
Commitment to Diversity

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

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**Short-Term Housing Assistance Program**

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

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

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

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

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

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

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

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

**EVALUATION FACTORS (QUESTIONS) DESCRIPTIONS**

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

**4.1 Evaluation Factors and Award**

The proposal evaluation process is designed to award the contract to the Respondent representing the best value to AH as demonstrated through submission of responses to the evaluation factors established expressly for this RFP.

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

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Proposals will be evaluated based on the following Evaluation Criteria/Factors:

	WEIGHTED SCORING EVALUATION FACTORS	MAXIMUM POINTS
<b>A.</b>	Service Coordinator Experience & Qualifications	20
<b>B.</b>	Organizational Structure	10
<b>C.</b>	Recommendations for Sustainability of Program	20
<b>D.</b>	Approach to Fulfill Role as Service Coordinator	20
<b>E.</b>	Service Provider Partners Alignment & Performance	20
<b>F.</b>	In-Kind Assistance and/or Funding Sources	10
<b>G.</b>	Commitment to Diversity	Evaluated Not Scored
<b>MAXIMUM TOTAL POSSIBLE POINTS</b>		<b>100</b>

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

### 4.2 Evaluation Factor Description

#### [A. Service Coordinator Experience and Qualifications \(20 points\)](#)

In general, the Service Coordinator envisioned for the Program will be an organization with the civic reputation and proven experience as a service organization that has the organizational infrastructure, administrative skills and accounting capacity to be effective, a history of multiple funding resources and the pre-established access to a network of experienced, resource-rich service providers. Accordingly, AH will evaluate the relevant proven experience and documented qualifications of the proposed Service Coordinator. The proposed Service Coordinator must have at least 10 years or more experience with the demonstrated capacity as the administrator of a broad-based service organization that can effectively manage resources, funding and service delivery systems. In addition, the proposed Service Coordinator must have the proven in-depth knowledge of and established relationships with funders, service providers and other resource providers that will serve families who can benefit from the Program.

In response to the **Service Coordinator Experience** evaluation factor:

1. Provide a description of the Respondent's organization.
2. Provide the mission statement and vision of the Respondent organization.
3. List and briefly describe 3 projects within the past 10 years that exemplify the proven experience of the Respondent as a qualified Service Coordinator.
4. Provide documentation, testimonials, references and other relevant evidence supporting the project experience described above.
5. List the funders or sources of funding, service providers and other resource providers with whom the proposed Service Coordinator has established effective relationships and over what period of time these relationships have been in effect.

#### [B. Organizational Structure \(10 points\)](#)

Respondent must demonstrate that it has the organizational structure and administrative capacity to perform as the Service Coordinator.

In response to the **Organizational Structure** evaluation factor, please provide the following:

1. Provide an organization chart for the Respondent organization listing key personnel and decision makers that will be involved directly or indirectly in the administration of the Program, to include subcontracted entities, if applicable.
2. Provide an organization chart showing the name and function of established relationships with funders, service providers and other resource providers that the Respondent will use in the delivery of the Program.

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### C. Recommendations for Sustainability of Program (20 points)

In response to the **Recommendations for Sustainability of Program** evaluation factor, please provide the following:

1. Describe Respondent's proposed strategy to sustain, and potentially exceed, stated goals for the Program. The Respondent must outline a potential sustainability plan for the Program consistent with the Respondent's recommendations to maintain the integrity of AH's desired outcomes for the Program. The Respondent must outline its service delivery/coordination model; project the number of families to participate in the Program; and establish a timeline with milestones for implementation of the Program.

### D. Approach to Fulfill the Role as Service Coordinator (20 points)

AH is looking for a Service Coordinator with a systematic and organized approach for ensuring that the Program will remain an effective resource to reach the target groups in need, with special emphasis on families with children.

In response to the **Approach to Fulfill the Role as Service Coordinator** evaluation factor, please provide the following:

1. Describe, in detail, Respondent's service model and approach to fulfill its role as Service Coordinator including its approach to identify families who can benefit from the Program, determining appropriate length, depth and type of housing assistance per household, and method to connect families with service providers and other resources.
2. Describe any cost-effective service delivery performance management systems Respondent may have in place to maximize client benefit-to-cost ratio.
3. Describe method and any systems Respondent may have for gathering data; tracking intake and participation of families in the Program; reporting significant outcomes for families at both the aggregate and case levels; and determining and reporting demonstrable success metrics for Program evaluation purposes. Provide examples of reports and relevant materials supporting Respondent's methodology.

### E. Service Provider Partners Alignment and Performance (20 points)

Respondent must demonstrate the experience and capabilities of each service provider partner it will engage in the provision of direct services under the Program.

In response to the **Service Provider Partners Alignment and Performance** evaluation factor, please provide the following:

1. List the Respondent's service provider partners with a short description of each service provider, how it is organized and its mission, experience and service delivery model.
2. Explain how the services offered by each service provider partner are compatible with the stated goal and expected outcomes of the Program.
3. Describe each service provider partner's methods for identification of families and assessment of their needs, maintaining records, reporting family outcomes, accounting for program expenditures and the access the Respondent will have to each service provider partner's records.
4. Describe approach for aligning program implementation by service provider partners with the coordinated intake/assessment and performance standards that measure success like models used by the Atlanta Continuum of Care.
5. Describe and provide examples of Respondent's method and/or tools to ensure program integrity, accountability and controls with respect to Respondent's approach to monitor the performance of its service provider partners.

### F. In-Kind Assistance and/or Funding Sources (10 points)

AH is expecting the Respondent to have access to other in-kind services and assistance to families, including existing or potential funding sources supporting activities under the Program.

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**Short-Term Housing Assistance Program**

In response to the **In-Kind Assistance and/or Funding Sources** evaluation factor, please provide the following:

1. Quantification of in-kind assistance or funding sources for other family needs not covered by Short Term Assistance such as moving expenses, furniture and transportation. Description of other services not included in above (if any) that each service provider partner can provide and how these other services may relate to and enhance the assistance to families participating in the Program.

G . Commitment to Diversity (Evaluated not Weighted)

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

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

**3.4 Responsibility Determination**

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

**a) Financial Capacity Determination**

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

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

**b) Technical Capacity Determination**

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

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

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

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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 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.

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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**Error! Bookmark not defined.

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

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**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



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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, 5<sup>th</sup> Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.

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

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

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

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

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

**4.10 Indemnification**

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

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

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

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

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

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

**c) Energy Efficiency**

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

**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.

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

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

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

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

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

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

#### **4.13 Disputes**

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

b) All claims by Contractor shall be made in writing and submitted to AH. AH shall, with reasonable promptness, but in no more than 30 calendar days, render a decision concerning any claim hereunder. Unless Contractor, within 20 calendar days after receipt of AH's decision, shall notify AH in writing that 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

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the purpose of making audit, examination, excerpts, and transcriptions. AH, the United States Department of Housing and Urban Development (“HUD”), or Comptroller General of the United States, or any of their duly authorized representatives, shall, until three years after final payment under the contract, have access to and the right to examine all such books, documents, papers and other records, including electronic records.

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

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

### **4.15 Ownership Rights in Works**

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

### **4.16 Intellectual Property**

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

### **4.17 Confidential Information**

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

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**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 Senior Vice President, Acquisition & Management Services. The Disclosure Statement must be presented on Contractor's letterhead, notarized and signed by the individual making the disclosure.

**4.19 Prohibition against Gifts/Favors/Anything of Monetary Value**

No AH employee can accept or solicit for themselves or for others, anything of value from Contractor or any person, corporation, or other entity doing business with or attempting to do business with AH. The term "anything of value" includes, but is not limited to, gifts, money, property, meals, favors, personal benefit, entertainment, loans, or promises. Contractor shall report any violation of this

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

## **SECTION 5 – FORM OF CONTRACT**

### **5.1 Exceptions to Contract**

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

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

### **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).**