



REQUEST FOR PROPOSALS (RFP #2025-0123)

March 14, 2025

Symrah Christopher, CPPO/CPPB
Interim SVP, Contracts and Procurement

**230 John Wesley Dobbs Avenue, NE
Contracts and Procurement Department - 5th Floor
Atlanta, GA 30303
Telephone: 404.892.4700
Website: www.atlantahousing.org**

The Housing Authority of the City of Atlanta, Georgia (AH) seeks to engage a qualified insurance brokerage firm under an indefinite delivery, indefinite quantity contract to develop and manage a comprehensive Property and Casualty Risk Financing Program. The selected firm will be responsible for sourcing, recommending, and negotiating risk transfer and mitigation strategies for various exposures, including but not limited to general liability, property, workers compensation, automobile, fidelity, directors and officers liability, and other specialized coverages. This partnership aims to ensure that AH secures optimal insurance solutions tailored to its operational and financial risk landscape.

The selected firm will also review AH's current risk financing structure, identify areas for improvement, and provide expert recommendations to enhance coverage, control costs, and ensure regulatory compliance. Additionally, the broker will facilitate underwriting submissions, market access, claims advocacy and administration, and periodic risk reporting to support AH in maintaining a robust risk management framework. Through strategic guidance and ongoing consulting services, the firm will play a key role in strengthening AH's financial protection, operational resilience, and long-term risk management objectives.

To view and download the full RFP, on March 13, 2025, visit www.atlantahousing.org and click on Doing Business with Atlanta Housing, then Solicitations. For questions regarding the RFP, please e-mail Marie Spence (marie.spence@atlantahousing.org).

REQUIREMENTS – Please note that the following items are a requirement for submission on this RFP. Respondents are encouraged to read each section carefully when considering a response to the RFP.

1. Firms / Supplier Registration

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

2. 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** Page in Jaggaer for the 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.

3. Insurance

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

A. Minimum Limits and Coverage

1. Workers' Compensation and Employer's Liability with the following minimum limits and coverage:
 - i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia
 - ii. Employer's Liability:
 - (a) \$500,000 each accident for bodily injury by accident
 - (b) \$500,000 each employee for bodily injury by disease
 - (c) \$500,000 each employee for bodily injury by disease
2. Commercial General Liability with the following minimum limits and coverage:
 - i. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage
 - ii. \$1,000,000 for personal and advertising injury liability;
 - iii. \$1,000,000 aggregate on products and completed operation;
 - iv. \$2,000,000 general aggregate.
 - v. Additional Insured Endorsement: Blanket additional insured coverage is required to the extent of liabilities assumed by Consultant under this Agreement, to include AH, its Commissioners; its officers, directors, employees, and volunteers
3. Automobile Liability with the following minimum limit and coverage:
 - i. \$1,000,000 combined single limit each accident
 - ii. Coverage shall be for any auto (including owned, hired, and non-owned autos)
4. Professional Liability / Errors & Omissions
 - i. Professional Liability / Errors & Omissions insurance in the amount of not less than \$2,000,000 per claim and in the aggregate (to include Law Enforcement activities)
5. [Intentionally omitted.]
6. The following are additional requirements with respect to insurance coverage:
 - i. **As a condition precedent to entering into this Agreement, Consultant will provide to AH all certificates of insurance, including all required amendatory endorsements and a copy of the endorsement page of the commercial general liability policy, prior to execution of this Agreement and at the beginning of each Option Term.** Each such policy will not be canceled or materially changed or altered without Consultant or the insurance provider first giving 30 days' written notice thereof to AH's Director, Contracts & Procurement Department, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.
 - ii. All certificates and endorsements are to be received and approved by AH before work commences. AH's approval of the certificates and endorsements shall not be unreasonably withheld. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. All coverage limits and endorsements required herein shall be maintained in full force.
 - iii. 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 A-.
 - iv. Consultant agrees 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.

- v. The premium cost of all insurance purchased by Consultant for protection against risks assumed by Consultant by virtue of this Agreement shall be borne by Consultant and is not reimbursable by AH.
- vi. An umbrella liability policy (or excess liability) may be used to provide additional commercial general liability, automobile liability, and employers' liability limits to meet AH's minimum coverage requirements.
- vii. AH reserves the right, but not the obligation, to review and reject any certificates of insurance or insurer failing to meet the criteria stated herein.
- viii. The minimum insurance coverage limits outlined herein do not preclude Consultant's contractual obligations to cover losses for which it is liable in accordance with the terms of the Master Services Agreement. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to AH. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

Failure of Consultant to fully comply with the insurance and bonding requirements of this Agreement will be considered a material breach of this Agreement.

7. 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 Vice President, 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.

[REMAINDER OF PAGE BLANK INTENTIONALLY]

1.0 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.

1.1 Background

The Housing Authority of the City of Atlanta, Georgia (AH) seeks proposals from qualified insurance brokerage firms to develop and manage its comprehensive Property and Casualty Risk Financing Program. The selected firm will be responsible for sourcing, recommending, and negotiating risk transfer and mitigation strategies for various exposures, including but not limited to general liability, property, workers compensation, automobile, fidelity, directors and officers liability, and other specialized coverages. This partnership aims to ensure that AH secures optimal insurance solutions tailored to its operational and financial risk landscape.

The selected firm will also review AH's current risk financing structure, identify areas for improvement, and provide expert recommendations to enhance coverage, control costs, and ensure regulatory compliance. Additionally, the broker will facilitate underwriting submissions, market access, claims advocacy and administration, and periodic risk reporting to support AH in maintaining a robust risk management framework. Through strategic guidance and ongoing consulting services, the firm will play a key role in strengthening AH's financial protection, operational resilience, and long-term risk management objectives.

1.2 Scope of Work and Specific Requirements

AH is seeking to enter contract(s) with one or more qualified, independent insurance broker to provide broker services, consulting services, and claims administration for AH’s Property/Casualty Risk Financing program (However, see the note at the end of this section). The program will include, but is not limited to, financing the following:

1. Commercial Property Insurance
2. Excess Workers Compensation Insurance
3. Management Liability Insurance (including fiduciary, crime, directors and officers liability, and employed lawyers professional liability coverage)
4. General Liability (Primary and Excess)
5. Cyber (Primary and Excess)
6. Automobile
7. Inland Marine
8. Professional Liability
9. Employment Practices (Primary and Excess)
10. Boiler and Machinery
11. Terrorism and Sabotage
12. Fine Arts
13. Accidental Death and Dismemberment
14. Law Enforcement
15. Other services relating to the above-referenced services may be periodically required (i.e., consulting services, training, etc.).

The selected broker must possess all necessary insurance and business licenses to conduct business in the State of Georgia. The broker shall provide all required services and supplies to include labor, material, equipment, and transportation in accordance with the contract requirements stated herein. **The broker must be licensed by the State of Georgia and shall submit a copy of the broker license with the proposal response to be indicated as Exhibit A.**

The broker will provide a full-service Property/Casualty Risk Financing program including sourcing, procuring, recommending, and negotiating the financing for the various assigned risk exposures.

The successful broker shall supply materials, staff and equipment required to perform the services as described in the following:

- A. Review the current AH Risk Financing program and develop an appropriate schedule for the design and implementation of the different facets of the risk financing program based upon relevant factors, such as current risk financing expirations, market issues, etc.
- B. Prepare recommendations that include:
 1. Methods available to AH for handling risk, including, but not limited to complete self-insurance, captive insurance, excess insurance or any combination thereof.
 2. Appropriate risk retention levels, and related attachment points and limits for risk transfer, considering AH claims, reserves, and loss history; AH's responsibilities as a city-chartered public benefit corporation; and the availability and cost of various financing options, including premium proposals, legal fees, and incurred losses.
 3. A range of risk financing and management mechanisms to employ that are consistent with and which will accelerate the progressive transition of AH's insurance purchasing strategy;
 4. Coverage enhancements that are consistent with agreed upon program goals, balancing AH's loss experience with prevailing market conditions.
 5. Design of highly cost-effective financing strategies which will provide protection against catastrophic loss, taking advantage of AH's financial ability to retain risk; and
 6. Coverage specifications, including issues related to coverage continuity.
- C. Develop underwriting submissions for various categories of risk financing in accordance with agreed upon schedule, coverage specifications and recommendations.
- D. Provide ongoing consulting services ("Ongoing Consulting Services") to assist AH in implementing and maintaining the approved risk financing design (e.g., if the Firm has recommended that AH completely self-insure or pursues a captive insurance protocol, the Firm shall assist AH in establishing the self-insurance or AH captive program). Ongoing Consulting Services shall be comprised of the following categories: Continued Market Access Consulting Services, Periodic Reporting Consulting Services, Account Management Consulting Services, Training, and Site Risk Assessments.
 1. Continued Market Access Consulting Services shall include:
 - i. Preparing and distributing requests for proposals to insurers. Assessing and effectively negotiating with any or all the risk financing markets (including, but not limited to conventional insurance markets) that are potential sources of coverage for AH; and effectively participating in negotiations with underwriters for favorable coverage and pricing terms at policy inception and renewals, as well as during the resolution of any outstanding claims and binding coverage as approved by AH.
 - ii. Preparing a detailed comparison of proposals, including policy terms, limits, exclusions and pricing.
 - iii. Conducting market analysis and recommending underwriters to cover AH exposures, according to their (a) past underwriting effectiveness with comparable exposures; (b) financial strength; (c) ability to offer needed coverage and services; (d) prompt claim payment and (e) include any other factors that may be applicable.
 - iv. Assist with finalizing policy placement and issuance as needed.

-
2. Periodic Reporting Consulting Services shall include providing AH with comprehensive reviews of insurance industry annual results and changing market conditions, including long-range forecasts when possible.
 3. Account Management Consulting Services shall include:
 - i. Refining and implementing the mutually agreed upon strategy for developing AH's long term risk financing program.
 - ii. Providing ongoing analysis of, and recommendations for, improved procedures for handling loss control, incurred losses, open claims, and corresponding reserve positions in the applicable lines of coverage.
 - iii. Providing written and/or oral responses to AH inquiries.
 - v. Assisting with conducting a comprehensive risk assessment of the agency's properties, operations, and liabilities.
 - vi. Providing ongoing analysis and recommendations for contractual risk transfer, including hold harmless and indemnity provisions, waiver of subrogation, and primary and non-contributor requirements.
 - vii. Reviewing and advising on insurance coverage requirements, including appropriate liability coverage limits, and industry-standard expectations for vendors.
 - viii. Advising on coverage waiver requests and providing guidance on when waivers may be appropriate.
 - ix. Advising on periodic updates to contractual insurance requirements based on industry standards, regulatory changes, and organizational risk exposure.
 4. Provide training or access to training materials related to loss prevention, safety, and insurance best practices.
 5. Conduct site risk assessments to review operations, identify potential risks and hazards, recommend correction actions, develop gap analysis comparing existing programs to industry standards and best practices, and provide technical support on risk and safety concerns to the risk management.
- E.** Provide claims administration and management services ("Claims Administration Services") to AH. Claims Administration Services shall include:
- i. Investigating, evaluating, and adjusting all first party and third-party claims for AH's Property/Casualty Risk Financing program.
 - ii. Consistent claims reporting, including provision of description/summary of loss, claim and investigation status, estimated exposure, and recommended actions.
 - iii. Cooperation and consultation with outside counsel to AH, as directed by AH.
 - iv. Such other Claims Administration related services as AH shall reasonably require and that are usual and customary.
- F.** Work effectively with AH, and with external consultants and/or service providers retained by AH, as may be required, when AH deems it necessary to expedite the achievement of a given related objective.
- G.** Provide certificates of insurance as requested based upon contractual review and related obligations, as well as other standard financing program activities as needed.
- H.** Advise and assist AH in reviewing contracts, plan documents, insurance policies, certificate of liability insurance, insurance endorsements, and other documents for applicability, accuracy, and consistency, and prepare any necessary reports.

- I. Meet with AH and other applicable individuals or groups as required, providing a backup service person that is knowledgeable about AH's program.
- J. Participate in appropriate audits of vendors, as requested by AH.
- K. Provide liaison services between AH and other program contractors.
- L. Other optional services include but are not limited to providing services as needed which may include (i) claims audits, (ii) best practices reviews, (iii) claims data and loss run preparation, (iv) benchmarking data and analysis and (v) other tasks as applicable.
- M. AH will order optional services from the successful firm through the issuance of individual task orders agreed to and signed by AH and the firm.
- N. The Respondent shall provide all required services and supplies to include labor, materials, and transportation in accordance with the requirements stated herein.

While it is the preference of AH to engage a single qualified firm to provide all three services under one contract, AH recognizes that brokerage services, consulting services, and claims administration, while complementary, may require distinct expertise and operational efficiencies. Accordingly, AH reserves the right to structure the contract award in a manner that best serves its strategic and operational needs. Specifically, AH may:

- i. Award all three services (brokerage, consulting, and claims administration) to a single firm if it is determined that a single firm can effectively integrate and deliver all components with optimal efficiency, collaboration, and cost-effectiveness.
- ii. Award Brokerage & Consulting Services to one firm and Claims Administration to another if the evaluation process demonstrates that doing so will enhance service quality, cost-effectiveness, or operational efficiency.
- iii. Negotiate contract terms with one or more respondents to ensure the best alignment of services with AH's needs and objectives.
- iv. Reject any or all proposals if they do not meet the standards or requirements outlined in this RFP.

Respondents should clearly indicate in their submission whether they are bidding on all three services or specific components (Brokerage & Consulting and/or Claims Administration) and provide a breakdown of how they will ensure effective collaboration between service functions if awarded separately.

1.3 Pre-Proposal Conference

Atlanta Housing will conduct a virtual Pre-Proposal Conference via Zoom on Tuesday, March 26, 2025 at 2:00 P.M. While this meeting is not mandatory, AH strongly encourages interested parties to attend. Questions pertaining to the RFP and/or technical specifications will be discussed during the meeting; however, these responses are considered non-authoritative. Written questions received by AH will be addressed in writing through issuance of an addendum. Please review paragraph 2.0 Schedule of Events for all dates and times relating to this RFP.

1.4 Contract Term (Initial and Option Years)

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

2.0 Schedule of Events

RFP Released	Monday, March 17, 2025
Pre-Proposal Conference Date and Time (*Virtual Zoom Meeting Details)	Thursday, March 20, 2025 at 2:30 P.M., ET Suppliers are required to register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/GTN_9j2PSmG156xbKdJA_g After registering, you will receive a confirmation email containing information about joining the meeting.
Deadline for Questions and/or Comments	Friday, March 21, 2025, by 5:00 P.M., ET
Proposal Due Date and Time	Wednesday, April 16, 2025, by 2:00 P.M. ET

2.1 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.

- Questions must be submitted via the Q&A Board on AH's Business Management Portal. **AH will receive requests for additional information and/or clarification relative to this solicitation between Monday, March 17, 2025 through, Friday, March 21, 2025, 5:00 P.M. ET.**
- 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
<p>Marie Spence, Purchasing Analyst The Housing Authority of the City of Atlanta, Georgia Contracts & Procurement Department 230 John Wesley Dobbs Avenue, NE 5th Floor Atlanta, Georgia 30303-2421</p>

3.0 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.

3.1 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:

- i. Letter of Interest
- ii. Response to Evaluation Questions A through D

3.2 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.

Evaluation Factor (Question)	Items	Points
A	Methodology	35 Points
B	Key Personnel	25 Points
C	Firm’s Experience	30 Points
D	Cost Proposal	10 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: Methodology (35 Points)

Based on the Firm’s understanding of the unique needs of AH, identify your proposed method of approach to providing brokerage & consulting and claims administration services.

Evaluation Question B: Key Personnel (25 Points)

Respondent must provide resumes of all personnel who will be assigned to this project. Include an organizational chart identifying the names, job titles, specifications of task responsibilities and participation levels of staff that will be assigned to the resulting contract. Include specialties licenses and/or certifications, if applicable, for appropriate positions.

Evaluation Question C: Firm’s Experience (30 Points)

- Respondent must provide a detailed narrative on the firm’s experience in executing and delivering brokerage & consulting and claims administration services to organizations of a similar size, structure and industry.
- Provide the professional qualifications and experience of Respondent firm and demonstrated past performance on similar projects of comparable scope, magnitude, and complexity. Please provide at least five (5) comparable clients to whom you have provided similar services in the last three (3) years. Include name of company, contact person, address, phone number, fax number, email address and years of service.
- Include Client’s Name, Contact Person, Summary of Applicable Services Performed, Website Address, Telephone Number, and E-Mail Address. Please note that AH cannot be used as a reference; all references must be from companies other than AH. Points will not be given for providing AH as a reference.

Please note that AH cannot be used as a reference; all references must be provided for companies other than AH. Points will not be given for any firm providing AH as a reference.

Evaluation Question D: Cost Proposal (10 Points)

Respondent shall provide fees for all required services as noted in the RFP. Fees shall include all personnel, labor, material, equipment, freight, transportation and any other costs required to fulfill the requirements of this contract. All fees should be competitive with the industry. Respondent must specify the costs for the services offered in this response and point out which services might be provided as a value-added and the associated costs for those add-ons.

MAXIMUM POINT VALUE.....100

A) 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.

B) 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.

C) Technical Capacity Determination

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

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

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

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

[REMAINDER OF THE PAGE BLANK INTENTIONALLY]

4.0 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.

4.1 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.

4.2 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.

4.3 Respondents' Status

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

4.4 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.

4.5 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.

4.6 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.

4.7 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.

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.

4.8 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 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.

4.9 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.

4.10 Examination and Retention of Contractor's Records

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

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

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

4.11 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.

4.12 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.

4.13 Confidential Information

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

4.14 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.

4.15 Prohibition against Gifts/Favors/Anything of Monetary Value

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

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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).