



## **REQUEST FOR QUALIFICATIONS(RFQL) - #2026-0009 Essential Function Bond Development Partners**

July 18, 2025

Symrah Christopher  
Interim SVP, Contracts and Procurement

**230 John Wesley Dobbs Avenue, NE  
Contracts and Procurement Department - 5<sup>th</sup> Floor  
Atlanta, GA 30303  
Telephone: 404.892.4700  
Website: [www.atlantahousing.org](http://www.atlantahousing.org)**

The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing” or “AH”) is seeking a Statement of Qualifications from qualified Development Teams/Partnership to provide Essential Function Bonds (“EFBs”). The Development Teams/Partnership shall provide bonds that will support the acquisition, rehabilitation, and /or new construction of affordable and mixed-income housing developments.

To view and download the full RFQL, on July 18, 2025, visit [www.atlantahousing.org](http://www.atlantahousing.org) and click on Doing Business with Atlanta Housing, then Solicitations. For questions regarding the RFQL, please e-mail LaTasha Cole (latasha.cole@atlantahousing.org).

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

1. Firms / Supplier Registration

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. For general questions on the vendor registration process ONLY, please contact Aria Ramos ([aria.ramos@atlantahousing.org](mailto:aria.ramos@atlantahousing.org)) or Sherri Brown ([sherri.brown@atlantahousing.org](mailto:sherri.brown@atlantahousing.org))

2. Compliance with E-Verify

In compliance with Georgia law<sup>1</sup>, 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. To participate, you must submit 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 must certify 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.

Failure to comply with Georgia law may result in disqualification of a Respondent’s submission or withdrawal of a contract award.

3. Insurance

The awarded contractor will be required to obtain insurance coverage before execution of a contract and must maintain the insurance coverages during the entire contract period, at the minimum levels listed below:

**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

<sup>1</sup> O.C.G.A. §§ 13-10-90 and 13-10-91

2. Commercial General Liability with the following minimum limits and coverage:
  - i. \$2,000,000 each occurrence (combined single limit for bodily injury and property damage)
  - ii. \$2,000,000 for personal and advertising injury liability;
  - iii. \$2,000,000 aggregate for products and completed operation;
  - iv. \$3,000,000 general aggregate;
  - v. \$5,000 medical payments;
  - vi. \$1,000,000 per occurrence or claim for sexual abuse and molestation
  - vii. Additional Insured Endorsement: Blanket additional insured coverage is required to the extent of liabilities assumed by the awarded contractor under the resulting 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. Cyber-Liability Insurance Requirements  
 In addition to having favorable cyber-risk controls and processes in place, the awarded contractor 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 the awarded contractor 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.

**B. Additional Requirements:**

1. **As a condition precedent to entering into the resulting contract, the awarded contractor 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 the resulting contract and at the beginning of each option term.** Each such policy will not be canceled or materially changed or altered without the awarded contractor or the insurance provider first giving 30 days' written notice thereof to AH's VP, Contracts & Procurement Department, 230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.
  
2. 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 awarded contractor's obligation to provide them. All coverage limits and endorsements required herein shall be maintained in full force.
  
3. 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 AVII.
  
4. The awarded contractor agrees to notify AH of any substantial change in such insurance coverage described

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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.

5. The premium cost of all insurance purchased by the awarded contractor for protection against risks assumed by the awarded contractor by virtue of this Agreement shall be borne by the awarded contractor and is not reimbursable by AH.
6. 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.
7. 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.
8. The minimum insurance coverage limits outlined herein do not preclude the awarded contractor'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 awarded contractor; or (2) the minimum insurance coverage requirements or limits shown in the 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 awarded contractor under the agreement.
9. For any claims related to the resulting contract, the awarded contractor's insurance coverage shall be primary and non-contributory with respect to the AH Commissioners, officers, employees, agents, volunteers, and assigns. Any insurance or self-insurance maintained by the awarded contractor, its officers, officials, employees, agents, or volunteers shall be excess of the awarded contractor's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies.
10. All insurance coverage maintained or procured pursuant to the agreement should be endorsed to waive subrogation against AH Commissioners, officers, agents, employees, volunteers, assigns, or shall specifically allow awarded contractor or others providing insurance, evidence of compliance with these specifications to waive their right of recovery prior to a loss. The awarded contractor shall waive its own right of recovery against AH and shall require similar written express waivers and insurance clauses from each of its subcontractors.
11. Any self-insured retentions must be declared to and approved by AH. AH reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Failure of the awarded contractor to fully comply with the insurance and bonding requirements of the agreement will be considered a material breach of the resulting contract.

**The awarded contractor shall provide certificates of insurance to AH prior to execution of the contract and at the beginning of each option term.**

## **1.0 About Atlanta Housing**

Atlanta Housing 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).

### **1.1 Background**

Atlanta Housing seeks to enter a contract with a qualified Development Teams/Partnership to provide Essential Function Bonds ("EFBs"). The Development Teams/Partnership shall provide bonds that will support the acquisition, rehabilitation, and /or new construction of affordable and mixed-income housing developments.

This Initiative aligns with AH's mission to expand access to decent, safe, and affordable housing for low-to-moderate income households in the City of Atlanta.

### **1.2 Scope of Work and Specific Requirements**

Atlanta Housing seeks to enter a contract with qualified Development Teams/Partners to provide Essential Function Bonds ("EFBs"). The Development Teams/Partnership shall provide bonds that will support the acquisition, rehabilitation, and /or new construction of affordable and mixed-income housing developments.

The selected Development Partner will be responsible for planning, financing, and executing eligible housing projects. Key responsibilities include:

#### **Development Services**

- Propose acquisition or new construction using EFBs.
- Prepare and implement a Master Development Plan aligned with AH's strategic goals.
- Ensure one-for-one replacement of public housing units where applicable, with integrated affordable units.
- Provide site planning, architectural design, engineering, and pre-development coordination.
- Prepare and maintain 10-year operating budgets, pro forma statements, and tax credit strategies.
- Incorporate green space, community amenities, and sustainable design.
- Conduct community engagement and integrate resident services.

#### **Financial Structuring & Risk Management**

- Structure layered financing including EFBs, LIHTC, HOME/CDBG, and local sources.
- Submit 4% and/or 9% LIHTC applications where applicable.
- Provide credit enhancements and ownership structures that promote long-term affordability.
- Share fees, equity, and net revenue with AH, where appropriate.
- Assume responsibility for pre-closing, acquisition, and construction risks

#### **Project Readiness & Execution**

- Conduct market, environmental, and geotechnical studies.
- Secure zoning approvals, entitlements, and permits.
- Select and manage third-party contractors and consultants.
- Oversee construction through completion.
- Lead marketing, lease-up, and compliance efforts.

**Team Qualifications**

- Identify key personnel including: architect, engineer, general contractor, asset manager, bond counsel, and syndicator.
- Provide organizational charts, resumes, references, and audited financials.
- Demonstrate past performance with similar projects and bond-financed developments.

**Reporting & Coordination**

- Submit monthly reports on financial and construction progress.
- Attend coordination meetings with AH staff and stakeholders.
- Maintain transparency and accountability on financing and development milestones.
- Support long-term ownership, operations, and affordability protections.

**2.0 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 RFQL until the final award is announced, Respondents are not allowed to communicate about this RFQL for any reason with any AH staff and/or outside consultants assisting AH with this solicitation except:

- through the RFQL Point of Contact named below;
- as otherwise specified in this RFQL; 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. 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.

RFQL Point of Contact
<p>LaTasha Cole, Purchasing Analyst The Housing Authority of the City of Atlanta, Georgia Contracts &amp; Procurement Department 230 John Wesley Dobbs Avenue, NE 5<sup>th</sup> Floor Atlanta, Georgia 30303-2421 latasha.cole@atlantahousing.org</p>

**3.0 Clean Hands Policy**

Procurement actions shall be conducted only with responsible contractors who have the technical and financial competence to perform, fiscal responsibility in business dealings, and 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

#### **PROPOSAL REQUIREMENTS**

All proposals shall be submitted via AH's electronic sourcing platform - Jaggaer. AH **will not** accept any proposal in part or in whole through any other means. This is an open-ended, rolling submission process. Until this process is end dated, qualified development teams may submit their qualifications at any time. Proposals may include a current development for consideration or may be submitted solely to pre-qualify a firm for future opportunities.

The sections are as follows:

#### **Qualified Firm Requirements (Required for All Submissions):**

- Letter of Transmittal: A signed letter on letterhead acknowledging the RFQL, including contact information and disclosures related to litigation or debarment.
- Development Team Experience: Team bios, organizational chart, relevant project experience (past 5 years), references, and demonstration of financial capacity.
- Financing Strategy Experience: Description of bond structure experience, examples of committed funding sources, any draft agreements, and use of credit enhancements.

#### **Proposed Project Requirements (As applicable for project-specific submissions):**

- Description of Proposed Development: Project location, conceptual design, unit mix, target population, estimated cost, requested bond amount, and proposed use of Project-Based Vouchers.
- Development Plan and Financials: Preliminary development budget, 10-year pro forma, sources and uses of funds, revenue sharing assumptions, and proposed fee structures.
- Implementation Timeline: Projected schedule for acquisition, entitlements, financing, construction, and lease-up.

### 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 RFQL.

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 RFQL 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 RFQL. 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.

**Qualified Firm Evaluation Criteria** - for development teams seeking to pre-qualify with no project currently submitted.

Evaluation Factor (Question)	Evaluation Criteria	Description	Points
A	Development Team Experience	Relevant experience of the firm and key personnel with similar projects, including resumes, references, and financial capacity	<b>40 Points</b>
B	Financing Strategy Experience	Demonstrated ability to structure financing using EFB's and other funding sources; includes credit enhancements and examples of layered financing	<b>40 Points</b>
C	Clarity and Professionalism of Submission	Organization, completeness, and clarity of submission materials	<b>20 Points</b>
	<b>Maximum Point Value</b>		<b>100 Points</b>

**Proposed Project Evaluation Criteria (If Applicable)**- for submission including a specific development for immediate consideration.

Evaluation Factor (Question)	Evaluation Criteria	Description	Points
D	Project Description and Design	Clarity and viability of the development plan, including location, unit mix, target population, and design quality	<b>20 Points</b>
E	Financial Feasibility	Strength of the development budget, pro forma, sources and uses, and revenue structure	<b>25 Points</b>
F	Implementation Timeline	Realistic schedule for acquisition, entitlements, construction, and lease-up	<b>15 Points</b>
G	Alignment with AH Goals	Degree to which the project advances AH's mission and affordable housing objectives	<b>10 Points</b>
H	Use of AH Resources	Strategic use of Project-Based Vouchers or other AH support to enhance outcomes	<b>10 Points</b>
I	Fee Proposal	Description of bond structure experience, examples of committed funding sources, any draft agreements, and use of credit enhancements.	<b>10 Points</b>
J	Community Impact	Integration of amenities and services that benefit residents and surrounding community	<b>10 Points</b>
	<b>Maximum Point Value</b>		<b>100 Points</b>

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: Development Team Experience (40 Points)**

- Relevant experience and capability of the development team.

**Evaluation Question B: Financing Strategy Experience (40 Points)**

- Demonstrated ability to structure and secure financing for affordable housing, including the use of Essential Function Bonds and other funding sources.

**Evaluation Question C: Clarity and Professionalism of Submission (20 Points)**

- Clarity, organization, and completeness of the submission materials.

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**These criteria specific to Respondents submitting a project:**

**Evaluation Question D: Project Description and Design (20 Points)**

- Design quality, integration of community amenities, and overall impact on the surrounding area.

**Evaluation Question E: Financial Feasibility (25 Points)**

- Financial feasibility of the project, including budgets, pro forma, and funding sources.

**Evaluation Question F: Implementation Timeline (15 Points)**

- Readiness to proceed, including implementation timeline and permitting status.

**Evaluation Question G: Alignment with AH Goals (20 Points)**

- Alignment of the proposed development with AH’s affordability and mixed-income housing goals.

**Evaluation Question H: Use of AH Resources (10 Points)**

- Effective use of Project-Based Vouchers and other AH resources.

**Evaluation Question I: Fee Proposal**

- Description of bond structure experience, examples of committed funding sources, any draft agreements, and use of credit enhancements.

**Evaluation Question J: Community Impact (10 Points)**

- Integration of amenities and services that benefit residents and surrounding community.

**MAXIMUM POINT VALUE.....200**

**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 RFQL scope of work delineated within this RFQL 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 RFQL. AH's determination will include an assessment of the Respondent's financial resources/ability to perform the scope of work in accordance with the RFQL 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 RFQL, 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 RFQL 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 RFQL scope of work in a satisfactory manner.

AH reserves the right to award the 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 a contract other than to the lowest Respondent; waive informalities and minor irregularities in offers received; and award all or part of the requirements stated in this solicitation.

Proposals that are considered non-responsive (e.g., untimely, incomplete) 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.

**4.0 Form of Contract**

The contract that AH expects to award as a result of this RFQL will be based upon the RFQL, 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 RFQL, and any other terms deemed necessary by AH, except that no objection or amendment by a Respondent to the RFQL 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 30 DAYS (OR 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).**

#### 4.1 Licenses, Permits and Certifications

Before a contract pursuant to this RFQL is executed, the apparent successful Respondent(s) must comply with insurance requirements and 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. 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.

#### 4.2 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 by HUD. It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. 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 RFQ are required to comply with the requirements of Section 3, (Schedule A) - Contract Compliance Affidavit, as applicable.