



**REQUEST FOR QUALIFICATIONS
(RFQL #2026-0121)**

ARCHITECT AND ENGINEERING FIRMS

June 01, 2026

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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 (“Atlanta Housing or AH”) is soliciting qualifications from licensed professional design and engineering firms (Design Services Firms), in good standing with professional regulatory agencies and leading industry associations, to assist Atlanta Housing on planning, development and capital improvement projects across its portfolio of property assets at various locations throughout the City of Atlanta, Georgia. With a vision of constructing cost-efficient and memorable structures with groundbreaking design (including technology or manufacturing), AH is seeking firms with experience in a wide range of residential and mixed-use development planning and design, as well as knowledge of affordable housing construction. The purpose is to maintain a list of pre-qualified Design Services Firms that can provide the planning, pre-construction and construction design and engineering services (collectively Design Services) necessary for Atlanta Housing to complete its aggressive plan for preserving existing affordable housing and for creating new affordable housing and mixed-use developments.

To view and download the full RFQL, on June 01, 2026, visit www.atlantahousing.org and click on Doing Business with Atlanta Housing, then Solicitations. For questions regarding the RFQL, please e-mail Sopheria Lambert (sopheria.Lambert@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) or Sherri Brown (sherri.brown@atlantahousing.org)

2. Compliance with E-Verify

In compliance with Georgia law¹, 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:

¹ O.C.G.A. §§ 13-10-90 and 13-10-91

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 limit 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 (including 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 contractor awarded 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, 5th 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 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 of more than 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 more than 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 contractor awarded 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.

C. Clarification on Bonding Requirements

Performance and Payment Bonds are not required for Design Services Firms providing professional architectural and engineering services under this RFQL.

Bonding requirements, if applicable, will be determined at the Task Order level and will apply only to work involving construction or other services where such requirements are appropriate.

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 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.

1.1 Purpose of Procurement

The Housing Authority of the City of Atlanta, Georgia (Atlanta Housing or AH) is soliciting qualifications from licensed or otherwise certified professional planning, design and engineering firms (collectively Design Services Firms), in good standing with professional regulatory agencies and leading industry associations, to assist Atlanta Housing on planning, development and capital improvement projects across its portfolio of property assets at various locations throughout the City of Atlanta, Georgia. With a vision of constructing cost-efficient and memorable structures with groundbreaking design (including technology or manufacturing), AH is seeking firms with experience in a wide range of residential, mixed-use and community facilities development planning and design (including sustainability planning and consulting), as well as knowledge of affordable housing construction. The purpose is to maintain a list of pre-qualified Design Services Firms that can provide the planning, pre-construction and construction design and engineering services (collectively Design Services) necessary for Atlanta Housing to complete its aggressive plan for preserving existing affordable housing and for creating new sustainable, affordable housing and mixed-use developments.

The scale of the work is highly diverse and could range from small projects for repairs at single family homes; to rehabilitation work at multifamily communities; to planning, site development and new construction of mixed-income rental and for-sale housing and/or mixed-income developments, as well as community facilities and infrastructure to support those developments; to the full build-out of vacant land (or conversion of vacant structures) to residential and mixed-use developments. With this solicitation AH is requesting interested Design Services Firms to submit their firm's qualifications along with any subcontractors they may propose using. AH is looking for professional Design Services Firms with the qualifications, experience and capacity to, upon subsequent award, carry out Building and Landscape Architecture, Civil Design and Engineering, Structural Design and Engineering, Mechanical / Electrical / Plumbing / Fire Protection (M/E/P/FP) Design and Engineering, Urban Planning, and Sustainability Planning and Design – for a variety of projects. Interested Design Services Firms responding with their qualifications to this request for qualifications (RFQL) would be evaluated by a panel of AH evaluators who would score responses against the criteria published within this RFQL. All scores would be tabulated, and firms would be ranked in order from highest qualified to next qualified to a minimum competitive range and classified as able to

As Atlanta Housing determines eligible Design Services are required for a proposed project, it will request that at least two (2) pre-qualified firms submit a proposed fee, schedule and list of deliverables. Atlanta Housing will negotiate final terms of the delivery of the Design Services and determine which of the several pre-qualified firms offers the best

overall value. Work will be awarded to the pre-qualified Design Services Firms under specific task orders that will require separate authorization. The award of pre-qualified Design Services contract absent a subsequently executed task order shall not obligate Atlanta Housing to any contract value.

details. This solicitation is a Request for Qualifications and is intended solely to establish a list of pre-qualified Design Services Firms. Pricing information is not requested and will not be evaluated as part of this RFQL. Following establishment of the pre-qualified list, Atlanta Housing may issue separate Task Orders and, where appropriate, Requests for Proposals (RFPs) to select firms for specific assignments. Pricing, detailed technical approaches, and project-specific requirements will be evaluated at the Task Order or RFP stage, as applicable.

1.2 Scope of Work and Specific Requirements

Atlanta Housing is soliciting qualifications from professional Design Services Firms or teams, in good standing with regulatory agencies and leading industry associations, to assist AH with various Design Services related to planning, capital improvements and development across its portfolio of property assets at various locations throughout the City of Atlanta, Georgia. The Selected Respondents are expected to perform some or all the following scope of services to assist AH in predevelopment activities such as planning, design conceptualization and refinement, detailing and construction documentation, construction administration, and close-out of task order awarded assignments. The scope of services described herein is intended to define the general range of professional design and engineering services that may be required by Atlanta Housing. Only those services expressly identified in a written and fully executed Task Order are authorized and compensable. Inclusion of any service category or activity in this RFQ does not obligate Atlanta Housing to assign such services, nor does it guarantee compensation absent an executed Task Order issued by Atlanta Housing.

This includes but is not limited to the following activities:

1. Feasibility & Conceptual Design:

- a. Actively participate in initial project introductory meeting(s) and discuss conceptual site plans and programming;
- b. Confirm programming and design assumptions;
- c. Perform a zoning analysis for current use, zoned use, and highest and best use;
- d. Utilize GIS mapping, existing documentation, and site visits to determine site plan options;
- e. Design and deliver conceptual drawings, massing diagrams, renderings, elevations, etc. for consideration by AH;
- f. Refine site master planning within the neighborhood context, which may include participation in design charrettes, community/stakeholder outreach and meetings as required;
- g. Provide other due diligence, research and mapping as required;
- h. As requested in Task Order, submit electronic plans, reports, and construction documents in both PDF and original electronic format suitable for use.

2. Schematic Design:

- a. Actively participate in the Project kick-off meeting(s) to review and discuss the goals of the Project; including the scope, schedule and budget;
- b. Review all existing historic documents and information provided by AH;
- c. Conduct site visits and field reviews as necessary to verify existing geometric conditions;
- d. Conduct topographic, property, tree and utility surveys sufficient to identify encumbrances, establish site requirements and to develop plans for project; and provide one or more detailed electronic survey(s) of the site that shows topography, property lines, land ownership, utilities and easements;
- e. Identify all factors that would influence the site development including but not limited to zoning, air rights, regulatory reviews, building code requirements, adjacent site constraints, property ownership, easements, encroachments, views, noise, access points, and connectivity to public transit, bikes paths and parks;
- f. Obtain geotechnical survey information for the property;
- g. Obtain hydraulic surveys / tests to evaluate green infrastructure strategies and stormwater

management BMPs (Best Management Practices), to inform the development plan.

- h. If required, perform a Development of Regional Impact (ARC) or other Social, Environmental and Economic Impact Analysis, which includes conducting a Traffic Impact study to examine the capacity and safety impacts of the proposed plan;
- i. Based on conceptual designs, conduct and prepare a preliminary code analysis package, including, but not limited to, the following components: Occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements;
- j. Communicate with relevant agencies and departments to verify information as required;
- k. Based on due diligence, prepare and present design options for the project for review by AH; consistent with code and governmental requirements under regulatory requirements such as HUD, DCA, etc.;
- l. Assist in the development of design and sustainability standards for the project;
- m. Prepare the plans, elevations, sections, outline specifications and narratives, as required, to describe the applicable disciplines including, but not limited to architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, sufficient to develop an initial cost estimate that may be prepared by selected Design Services Firm or others;
- n. Submit design documents at 50% and 100% completion of the Schematic Phase to AH for review;
- o. Review and comment on the cost estimate and make recommendations for potential cost reduction strategies;
- p. As requested in Task Order, submit electronic plans, reports, and construction documents in both PDF and original electronic format suitable for use.

3. Design Development:

- a. Conduct and document preliminary reviews with required regulatory agencies of the City of Atlanta, Counties in and around the city of Atlanta, particularly Fulton County and the State of Georgia;
- b. Update the code analysis package, including, but not limited to, the following components: Occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements;
- c. Update the Energy and Sustainability Rating Systems checklist, as appropriate for the Project (see 9b below);
- d. Perform energy modeling;
- e. Prepare the plans, elevations, sections, outline specifications and narratives, as required, to describe the applicable disciplines including, but not limited to, architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, sufficient at 100% completion to provide a cost estimate that may be prepared by selected Design Services Firm or others sufficient for developers, contractors and subcontractors to provide construction costs;
- f. Submit Design Development Documents at 100% completion to AH for review;
- g. Review and comment on the cost estimate and make recommendations for potential cost reduction strategies;
- h. As requested in Task Order, submit electronic plans, reports, and construction documents in both PDF and original electronic format suitable for use.

4. Construction Documentation:

- a. Finalize the code analysis package, including, but not limited to, the following components: Occupancy classification, construction type, occupant load by area and floor, travel distances, accessibility, exit types, units and widths, plumbing fixture counts, parking requirements, fire resistance requirements;
- b. Ensure compliance with green infrastructure, water quality and stormwater management requirements of the City of Atlanta and other State and Federal regulators;
- c. Finalize the Energy and Sustainability Rating System checklist, if required, for the Project and

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- prepare the Sustainability Rating System submittal, if required, for relevant certification (see 9b below);
- d. Prepare the Construction Documents, as required, to describe the applicable disciplines including, but not limited to, architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection and technology aspects of the selected design option, sufficient at 100% completion of relevant discipline to provide a cost estimate that may be prepared by selected Design Services Firm or others sufficient for developers, contractors and subcontractors to provide firm construction buy-out costing;
 - e. Submit the Construction Documents at 35%, 50%, and 95% completion to AH for review;
 - f. Review and comment on the cost estimate and make recommendations for potential cost reduction strategies;
 - g. As requested in Task Order, submit electronic plans, reports, and construction documents in both PDF and original electronic format suitable for use;
 - h. Provide support as required to AH or AH's development partners and contractors in securing approval of all entitlements;
 - i. Revise drawings to obtain building permits and to achieve all other requirements dictated by any governmental authority or agency having jurisdiction over the Project.
5. Construction Bidding and Administration:
- a. Respond to Requests for Information (RFIs) including developing drawings and clarifications to be issued to potential bidders as necessary;
 - b. Prepare any addenda prior to bid submission date;
 - c. Attend pre-bid conference(s) and bid openings, as required;
 - d. Assist in the analysis of all bids including the analysis of CSI division costs and construction schedules;
 - e. Perform value-engineering and revise drawings as required;
 - f. Revise drawings and/or scope as necessary to achieve construction goals and budget.
6. Construction Administration:
- a. Participate in pre-construction conference(s) as requested by AH;
 - b. Attend dispute resolution conferences when requested by AH;
 - c. Attend weekly Project meetings regarding the progress of the work as requested by AH;
 - d. Conduct weekly site visits to monitor the quality and progress of the contract work;
 - e. Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the construction contract;
 - f. Procure and oversee testing by qualified parties as necessary and as directed by AH;
 - g. Submit a weekly written field report of work in progress and overall construction status;
 - h. Review, approve and certify all contractor's periodic (and final) requests for payment within 10 days of receipt;
 - i. Convene weekly job site meetings and record all actions discussed during such meeting in the form of written minutes;
 - j. Revise drawings to correct errors, clarify intent or to accommodate change orders;
 - k. Revise drawings to obtain building permits and to achieve all other requirements dictated by any governmental authority or agency having jurisdiction over the Project;
 - l. Recommend solutions to special problems or special conditions encountered during construction;
 - m. Notify AH of any defects or deficiencies discovered in the work within five (5) calendar days of discovery;
 - n. Notify AH in writing of any matter of dispute with the contractor within five (5) calendar days of notice of such dispute;
 - o. Prepare a set of record drawings within thirty (30) calendar days after the date of substantial completion;
 - p. Attend all pay request and construction meetings;
 - q. Promptly respond to all RFIs within five (5) days of receipt and prepare bulletins for contractor pricing of any potential change orders.

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7. Construction Close-Out:
 - a. Receive and certify that the contractor's (bound) operation and maintenance manuals comply with the requirements of the construction contract;
 - b. Verify that all required equipment warranties and test reports meet the design requirements and that they are included in the contractor's bound operating and maintenance manuals;
 - c. Receive and certify that the written warranties of workmanship and system operation provided by the contractor and their sub-contractors (or any other vendor material guarantees) are complete and in compliance with the construction contract requirements;
 - d. Receive and certify that the contractor has secured all inspection signoffs on the permits covering the work;
 - e. Prepare and submit electronic and hard copy record drawings within thirty (30) days after the commencement of the Close-Out Phase; and
 - f. Comply with all other terms and conditions of AH's printed close-out instructions as contained in the contractor's construction contract.

 8. Post-Occupancy:
 - a. Consult with AH and make recommendations regarding all equipment and warranties;
 - b. Perform an Inspection of the contract work including materials, systems and equipment no sooner than the ninth month and no later than the end of the tenth month after formal completion of the construction contract and submit a written report to AH regarding the same;
 - c. Advise and assist AH in construction matters for a period of twelve (12) months after completion of the Project.

 9. Sustainability Consulting:
 - a. In general, consult on building and site programming, design and engineering to maximize natural resources conservation, environmental resilience, energy efficiency, and resident comfort during all phases described above;
 - b. Conduct sustainable design workshops, if required, to develop preliminary checklists for participation in LEED, SITES, or other qualifying energy performance / green building / sustainability rating system(s), as well as model Sustainable Communities certification ("Energy and Sustainability Rating Systems");
 - c. If Energy or Sustainability Rating System Certification is required, advise and assist AH in obtaining the relevant certification as required by the certifying agency;
 - d. Perform indoor air quality modeling and testing, if required;
 - e. Conduct energy audits of existing buildings if needed for acquisition and capital improvements planning;
 - f. Advise and assist AH with exploring or evaluating next generation sustainability strategies such as geothermal grids, onsite energy generation, high-performance / net-zero buildings including non-traditional materials such as mass timber, and regenerative development;
 - g. Advise AH on financing opportunities and strategies to implement sustainability investments in real estate projects.
 - h. Participate in or otherwise support AH on establishing relationships and advancing sustainability initiatives with partners such as Georgia Power, the City of Atlanta and others as needed.

 10. Staffing
 - a. On an as-needed basis, provide supplemental staff to AH to cover specific in-house Design Services activities for a defined duration.

REIMBURSABLE EXPENSES

The following expenses will be reimbursed by AH with an up to 10% mark-up:

- a. Due diligence activities that include but are not limited to site, utility, tree, geotechnical, and hydrology survey/testing;
- b. Survey and testing of city-owned piping, sewers and water lines;

- c. For existing structures: rodding, jetting, and video scoping of existing roof drain and sanitary plumbing lines to city sewer main;
- d. Destructive testing;
- e. Other expenses as may be agreed to in advance by AH in writing.

The following expenses will be reimbursed by AH without markup:

- a. Printing of Design Documents required for AH review (quantity to be determined by AH project manager);
- b. Printing of Construction Documents, at 35%, 50%, and 95% completion, required for AH review (quantity to be determined by AH project manager);
- c. Printing of Construction Documents, at 100% completion, required for AH to bid (quantity to be determined by AH project manager);
- d. Fees associated with the Project's application for Energy and Sustainability Rating System certification;
- e. Fees associated with approval of entitlements;
- f. Record Drawings (quantity to be determined by AH project manager); and
- g. Messenger and transport services used to transmit any project related information.
- h. Other expenses as may be agreed to in advance by AH in writing.
- i. AH will not cover travel expenses except as agreed upon through a prior written request and written approval process.

1.3 Atlanta Housing Construction and Development Plans

Atlanta Housing currently serves approximately 25,000 households and is seeking a means to leverage existing real estate and capital assets in furtherance of Atlanta Housing's expanded commitment to create affordable housing opportunities to all residents of the city of Atlanta, Georgia. Atlanta Housing has land holdings in and around the City of Atlanta that with redevelopment can offer additional opportunities to serve more households and maintain affordable housing options. There are six former public housing developments or land that AH acquired that Atlanta Housing owns, that AH has made a strategic priority for development: Bowen Homes, Bankhead Courts, Palmer House, North Avenue, Herndon Homes and Englewood Manor. Bowen, Herndon and Englewood currently have developers managing design and construction. However, Bowen and Englewood were both supported significantly by Design Services Firms on the current bench of consultants – Bowen for Choice Neighborhood community engagement and master planning, and Englewood for public realm design, engineering, and construction administration (see Exhibit X for examples). Based on capacity, resources and the real estate market, AH intends to develop the remaining sites of Bankhead Courts, North Avenue and Palmer as well as other vacant land / structures within its portfolio and acquire land and partnerships to further accelerate the development of affordable housing. The services listed above may be needed on these ventures.

In addition to the strategic re-prioritization of the primary sites, Atlanta Housing is re-aligning its in-house and contract resources to leverage its substantial resources towards additional redevelopment efforts at other locations of various sizes. Atlanta Housing plans to significantly add to the total number of affordable housing units by rehabilitation and new construction throughout the City of Atlanta by expanding its direct coordination of construction activity in addition to its partnership with local and national developers.

1.4 Pre-Proposal Conference

Atlanta Housing will conduct a virtual Pre-Proposal Conference via Zoom on Wednesday, June 10, 2026 at 2:00 P.M. While this meeting is not mandatory, AH strongly encourages interested parties to attend. Questions pertaining to the RFQL and 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 the issuance of an addendum. Please review paragraph 2.0 Schedule of Events for all dates and times relating to this RFQL.

1.5 Contract Term (Initial and Option Years)

The initial term of the contract shall be for a term not to exceed three (3) years. AH may renew the contract for (2) 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 resulting contract from the award of this RFQL terminates or is likely to terminate prior to the award of a new contract for the identified products and services, AH may, with the written consent of the awarded contractor, 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 resulting 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

RFQL Released	Monday, June 01, 2026
Pre-Proposal Conference Date and Time (*Virtual Zoom Meeting Details)	<p>Wednesday, June 10, 2026 at 2:00 P.M., ET</p> <p>Suppliers are required to register in advance for this meeting: Register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/_975gg30TQ2vPvebQlHo_w</p> <p><i>After registering, you will receive a confirmation email containing information about joining the meeting.</i></p>
Deadline for Questions and/or Comments	Friday, June 26, 2026, by 12:00 P.M., ET
Proposal Due Date and Time	Thursday, July 09, 2026 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 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. 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, June 01, 2026, through Friday, June 26, 2026, 12:00 P.M. ET.

B. Responses to these questions will be addressed in writing via 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

Sopheria Lambert, Team Lead
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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

1. Respondents are required to submit all relevant information as outlined in Sections 3 and 4.
2. Project Experience. Respondent is to submit relevant firm experience. Respondents shall submit information, identifying five (5) Projects completed over the last five (5) years. For each Project, including the following information:
 - a. Name
 - b. Location
 - c. Client Contact Information (name, title address and phone number)
 - d. Organization Structure and Key personnel (including sub-consultants). If a JV structure was proposed, provide organization structure of JV
 - e. Relevant Category of Service(s) area (See Exhibit L)
 - f. Scope Description
 - g. Schedule Milestones
 - h. Budget
 - i. Indication of whether project was completed on time and on budget; if not provide an explanation as to why not
 - j. Completed images
 - k. List of MBE/WBE/SBE firms that Respondents may solicit for subcontracting opportunities.

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- l. A narrative of past or future means to incorporate MBE/WBE/SBE joint venturing, mentoring or subcontracting. Describe historical or future best efforts.
 - m. Description of software Respondent uses to deliver Design Services throughout all phases.
 3. Key Personnel. Respondents shall provide resumes for the following key personnel:
 - a. Executive or senior staff would be expected to respond to any issues that might arise and require responding to the executive leadership of Atlanta Housing.
 - b. Key people within the Respondent's firm that act as key points of contact to identify issues, expedite resolutions and maintain strict oversight of schedule and reporting to the client.
 - c. Respondent's Architects of Record or other supervisory personnel that would be expected to provide regular and as requested project updates about progress of Design Services and construction activities to the executive and senior leadership team of Atlanta Housing.
 - d. Design staff with architectural, civil, mechanical and electrical certifications and professional licenses.
 - e. Certify that personnel have familiarity with and can demonstrate compliance with all local design and construction contracting codes and regulatory requirements.
 - f. Where Respondents include teams or subcontractors, include information on the proposed firms' experience and team members.
 4. Insurance. Respondents to this RFQL must certify what level of insurance it currently has available. Respondents must identify their Insurance Carrier who in turn must be listed on the U.S. Treasury Circular 570 available from the U.S. Department of the Treasury.
 5. Sample Work Process flows. Overviews about how work is:
 - a) Received by the client at the Feasibility and Conceptual Design Phase;
 - b) How a client's needs are clarified within the Feasibility and Conceptual Design Phase;
 - c) How the work is prepared and by what staff during the Schematic Design Phase;
 - d) How the Respondent coordinates with a General Contractor and contractors or developers and the client during the Construction Bidding, Administration, Close-out, and Post Completion / Warranty Phases.
 - e) What key people within the Respondent's firm act as points of contact to identify issues, expedite resolutions and maintain strict oversight of schedule and reporting to the client.
 6. Sample Reports. Submit two to three sample reports or project documents that would provide AH with a means to evaluate work product and how information and issues are collected, shared, resolved and recorded amongst all parties, facilitated by the Respondent.
 7. References. Respondents must provide contact information from at least three (3) current or former business clients, not including Atlanta Housing staff, who can address the Respondents' specific capabilities regarding the delivery of Design Services and construction contracting coordination with all parties. Contact information should include:
 - a) Name and title of the reference
 - b) Name of the agency or company for whom Respondent worked for under contract
 - c) Address / Telephone Numbers / Current and valid email addresses
 - d) The start and end dates of services provided under contract
 - e) An overview of the engagement by the numbers. (e.g. The overall value of the Respondent's contract, the budgeted value of the construction and the as built adjusted overall value of the total construction cost, the duration of the services under contract, any final contract performance rating, etc.)
 8. Required Representations & Certifications. (See Section 3.2 Required Representations & Certifications hereinafter).
 9. Details of pending litigation related to firm's work or disputes with current or former employers for the past 5 years.

10. List of SBE firms that Respondents may solicit for subcontracting opportunities.
11. A narrative of past or future means to incorporate SBE joint venturing, mentoring or subcontracting. Describe historical or future best efforts.

3.2 Task Order Processing Steps

1. Atlanta Housing will issue a proposed Task Order containing a Scope of Work with specific requirements for a project to select Respondents from this RFQL who will be included on the Atlanta Housing pre-qualified list for Design Services who successfully respond to this RFQL. Proposed task orders will minimally include the following:
 - a. Price Proposal with relevant personnel costs (with hourly rates), reimbursable expenses and a complete breakdown of all costs and fees
 - b. Technical Proposal
 - c. Schedule with major milestones for delivery
 - d. Subcontracting Plan
 - e. Specific Insurance Requirements
 - f. Other Documents as Required.
2. At the time of the issuance of the Task Order, AH may request an updated organizational chart with assigned personnel and their resumes for the specific task. At this time, AH may request additional information related to financial capacity, firm resources and personal to determine capacity to perform the work.
3. The pre-qualified Design Services firm will submit a proposed fee based on the Scope of Work.
4. Atlanta Housing and the Design Services firm whose proposal in answer to the Scope of Work is accepted, will negotiate agreed fees and execute a formal Task Order with a Notice-to-Proceed.

Task Orders may be evaluated on a **best-value basis**, taking into consideration factors such as qualifications, technical approach, past performance, proposed schedule, and cost. Atlanta Housing reserves the right to determine the evaluation methodology applied to each Task Order, as appropriate to the specific scope and requirements.

3.2.1 Task Order Selection Process

Following establishment of the pre-qualified list of Design Services Firms, Atlanta Housing will issue Task Orders to select firms for specific projects.

For each Task Order, Atlanta Housing will request a proposal from two (2) or more pre-qualified firms, unless otherwise determined to be in the best interest of Atlanta Housing. Task Order solicitations may include a detailed Scope of Work, schedule requirements, and other project-specific criteria.

Selection of a firm for a Task Order will be made on a best-value basis. In evaluating responses, Atlanta Housing may consider one or more of the following factors, as applicable to the project:

- a. Demonstrated understanding of the project scope and requirements
- b. Technical approach and proposed methodology
- c. Relevant qualifications and experience of the firm and assigned personnel
- d. Past performance, including performance on prior Task Orders for Atlanta Housing, if applicable
- e. Ability to meet schedule and project delivery requirements
- f. Proposed fees and overall cost (when pricing is requested)

Atlanta Housing reserves the right to conduct interviews, request presentations, or seek clarifications from responding firms as part of the Task Order evaluation process.

Atlanta Housing may also consider a firm's responsiveness, coordination, and performance across multiple concurrent assignments when making Task Order award decisions.

Atlanta Housing may consider a firm’s performance on previously issued Task Orders, including responsiveness, quality of deliverables, adherence to schedule, and coordination with stakeholders, in evaluating future Task Order proposals.

3.3 Required Representations and Certifications

The following Required Representations and Certifications must be included as a part of a Respondent’s proposal and be received by the due date and time:

Required Representations and Certifications
Letter of Interest
HUD Form 5370-A: General Conditions for Construction Contracts – Public Housing Programs
Subcontractor Utilization Plan
Section 3 Hires Tracking Form (Schedule D)
Principal Personnel Disclosure Statement Certification and Instructions
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Performance Record of Responsibility
Addenda Acknowledgement Form (if applicable)
State of Georgia Contractor E-Verify Affidavit
Clean Hands Certification
Atlanta Housing Section 3 Policy

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

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

3.4 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.

Evaluation Factor	Items	Required / Not Required	Points
A.	Letter of Interest	Required	1 Point (Pass/Fail)
B.	Firm / Team Qualifications	Required	28 Points
C.	Key Personnel	Required	28 Points
D.	Project Experience	Required	20 Points
E.	Description of Methodology / Ability to Perform (as demonstrated by project reports or other project deliverables submitted as part of the response)	Required	20 Points
F.	Insurance	Required	1 Point (Pass/Fail)
G.	Required Representations and Certifications	Required	1 Point (Pass/Fail)
H.	References	Required	1 Point (Pass/Fail)
I.	Exceptions to Contract	Not Required	0 Points
	Maximum Point Value		100 Points

Clarification on Evaluation of Experience and Methodology

Atlanta Housing will evaluate both Project Experience and Methodology / Ability to Perform with equal emphasis on demonstrated past performance and the firm's proposed approach to delivering services.

Methodology / Ability to Perform must clearly address:

- The firm's approach to delivering services under a Task Order-based structure
- Coordination across multiple projects and stakeholders
- Internal quality control and reporting practices
- Ability to respond to varying project scopes, timelines, and resource demands

Where applicable, Atlanta Housing may consider the depth, relevance, and complexity of prior project experience in relation to the anticipated scope of services.

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.

Respondents must provide all of the following information to be considered responsive.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTOR A: Letter of Interest 1 Point (Pass/Fail)

The Letter shall include the following:

- Statement of Team / Firm's interest in working with AH;
- Summary of how the Team / Firm is responsive to AH's requirements related to experience, qualifications, and professional expertise;
- List of areas for consideration in Categories of Services as defined in Section 1.6
- Details of Team / Firm's workload and ability to be responsive to AH requirements; and
- Identify the name and signature of an authorized representative of the Team/Firm authorized to negotiate services and cost with AH. Include their phone and fax numbers and email address.

EVALUATION FACTOR B: Qualifications of Firm / Team (28 Points)

- Firm bio for each firm listed in the proposal (including firm size, location and number of years in business).
- Qualifications / degree of experience providing Design Services during any or all phase(s) of planning, pre-construction (design and/or engineering), construction and post-construction. (see Sec. 1.3 Scope of Work / 1-8), for each firm listed in the proposal.
- Record of delivery of requested services during any or all phase(s) of planning, pre-construction (design and/or engineering), construction and post construction on time and on budget for the work contracted and/or the total construction budget of the project.
- Use of MBE/WBE/SBE subcontractors and vendors. Record of current or past (within the last 5 years) Joint Ventures or Mentorship programs with other firms will be considered.
- Experience delivering Design Services in and around the Atlanta Metropolitan Area and in other areas with similar construction standards.
- Experience coordinating construction with General Contractors, contractors and Developers in and around the Atlanta Metropolitan Area and in other areas with similar construction activities.
- Awards received in various Categories of Services over the past 5 years.
- Pending litigation or disputes with current or former clients over the past 5 years.

EVALUATION FACTOR C: Qualifications of Key Personnel (28 Points)

- Resumes of Key Personnel for prime Respondent and all other firms proposed.
- Demonstrated expertise in multiple relevant fields of site and building design / multi-unit residential construction (including mixed-use) across the firm / team.
- Number of current professional licenses, valid in the State of Georgia, in design and construction and number of years practicing (e.g. Architectural, Civil, Mechanical, Electrical, etc.) The aggregate number of total years of practice experience by staff in their fields.
- Familiarity by staff of City of Atlanta, Fulton County and State of Georgia local codes affecting residential and commercial building design and construction

EVALUATION FACTOR D: Project Experience (20 Points)

- At least two actual (not hypothetical) projects per proposed service area or building type that demonstrate expertise in multiple relevant fields of building / multi-unit residential / mixed-use construction delivering Design Services during any or all phase(s) of planning, pre-construction (design and/or engineering), construction and post-construction. (see Sec. 1.3 Scope of Work / 1-8)
- Record of delivery of requested services during any or all phase(s) of planning, pre-construction (design and/or engineering), construction and post construction on time and on budget for the work contracted and/or the total construction budget of the project.

EVALUATION FACTOR E: Description of Methodology / Ability to Perform (20 Points)

Respondents will be evaluated based on the extent to which they demonstrate a clear, comprehensive, and effective approach to performing the required Design Services under Atlanta Housing's task-order-based delivery model. Evaluation will consider, but not be limited to, the following:

- **Roles and Responsibilities**
The degree to which the Respondent clearly defines the roles, responsibilities, and organizational structure of its proposed staff and/or team across all phases of service delivery, including the ability to support multiple, concurrent Task Orders.
- **Technical Approach and Task Execution**
The quality and completeness of the Respondent's methodology for executing Task Orders, including planning, pre-construction (design and/or engineering), construction, and post-construction phases, as further described in

Section 1.3 (Scope of Work). Consideration may be given to the Respondent's ability to respond to Task Order requests efficiently and adapt to varying scopes and timelines.

- **Coordination and Delivery Capacity**

The extent to which the Respondent demonstrates an effective approach to coordination across multiple simultaneous projects and stakeholders, including internal departments, external consultants, and contractors, as applicable.

- **Demonstrated Deliverables**

The extent to which submitted sample reports, plans, or other project deliverables demonstrate the Respondent's ability to successfully perform the requested scope of services.

- **Systems and Tools**

The suitability and effectiveness of the software, systems, or tools utilized by the Respondent to support delivery, coordination, reporting, and management of Design Services across all project phases.

- **Relevant Experience**

The degree to which the Respondent demonstrates experience performing similar services for public housing authorities, HUD-funded developments, or other comparable governmental or publicly funded projects.

EVALUATION FACTOR F: Insurance 1 Point (Pass/Fail)

EVALUATION FACTOR G: Required Representations and Certifications 1 Point (Pass/Fail)

EVALUATION FACTOR H: References 1 Point (Pass/Fail)

EVALUATION FACTOR I: Exceptions to Contract (0 Points)

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) 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. Respondents 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 RFQL are required to comply with the requirements of Section 3, (Schedule A) - Contract Compliance Affidavit, as applicable.

4.3 Certification Regarding Debarment

Respondent must certify, 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 must complete the Certification at xx and submit any disclosures of debarments.**

4.4 Respondents' Status

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

4.5 Funding Limitations

Any and all obligations of AH are contingent upon the availability, advisability, and sufficiency of funding as determined at the discretion of AH or availability and sufficiency of appropriations from the U.S. Department of Housing and Urban Development and also provided that no legislative or regulatory changes are enacted that reduce funding amounts or otherwise materially modify requirements or restrictions from those previously applicable to AH.

4.6 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.

4.7 Indemnification

Respondent agrees to indemnify AH, its Commissioners, officers, employees, agents, volunteers and assigns, and to hold them harmless from and against any and all causes of action, claims, liabilities, damages, losses, costs, judgments, or expenses, including, without limitation, reasonable attorney fees arising out of or related to (a) a breach of the resultant contract by the awarded contractor or (b) the performance of the Services, whether by the awarded contractor, its subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such causes of action,

claim, liability, damage, loss, cost, judgment or expense is caused solely by the wanton or willful misconduct of a party indemnified hereunder. The awarded contractor's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the awarded contractor or its subcontractor under any insurance required by the resulting contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. The awarded contractor must not settle or compromise any indemnifiable claims without the prior written consent of AH.

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

4.8 Compliance with Laws

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

The awarded contractor and its employees, agents, and subcontractors must comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders applicable to the scope of work requested by AH. The awarded contractor must comply with those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprises 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), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, the Clean Air Act (42 USC 7401-7671), the Federal Water Pollution Act, as amended (33 USC 1251-1387), domestic preferences under 2 CFR 200.322, recovered materials under Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the abatement and remediation of asbestos and lead-based paint. To the extent the work required under the resulting contract is related to development, the awarded contractor must comply with the applicable Annual Contributions Contract ("ACC") between AH and the U.S. Department of Housing and Urban Development, related to such development. To the extent such work is related to a mixed-finance development, the awarded contractor must agree to comply with the provisions of 24 CFR § 941.208.

e) Anti-Lobbying

The awarded contractor must agree not to use federally- appropriated funds that have been paid or will be paid, by or on behalf of the awarded 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.

The awarded contractor must also agree (1) to include the anti-lobbying language in documents for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and (2) that all sub-recipients and subcontractors shall acknowledge and disclose accordingly.

4.9 Termination for Convenience and Default

a) AH may terminate the awarded contract, in whole or in part, for AH's convenience by delivering to the resulting contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the resulting contractor must: (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 awarded 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 the resulting contractor in connection with the contract or in the RFQL process shall constitute a material breach that is not susceptible to cure by the resulting contractor. Upon the termination of the resulting contract by AH the resulting contractor must: (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 the resulting contractor exceed the aggregate price set forth in the contract and there shall be deducted all progress payments to the resulting contractor under the terminated portion of the awarded contract, and any claim which AH has against the resulting contractor under the awarded contract.

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

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

4.10 Disputes

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

b) All claims by the resulting 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 under the awarded contract. Unless the resulting 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. The resulting contractor shall proceed diligently with performance of the contract, pending decision from AH concerning any claim under the awarded contract.

c) If the awarded contractor does not agree with the decision of AH, such contractor may pursue other legal means to resolve such claim. The venue of any action brought under the resulting contract shall be in the Superior Court of Fulton County, Georgia or the United States District for the Northern District of Georgia

4.11 Examination and Retention of Contractor's Records

a) The awarded contractor shall maintain, during the performance of the resulting contract, and for a period of at least three years following the date of final payment under the resulting contract, all of the awarded 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 awarded contract, have access to and the right to examine all such books, documents, papers and other records, including electronic records.

b) The awarded contractor agrees to include in first-tier subcontracts under the resulting contract a clause substantially the same as subsection (a) above. "Subcontract," includes only contracts 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.

4.12 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 the awarded contractor during the contract period in connection with the performance of the Services. (collectively, "Works"). The awarded contractor shall execute all documents and take all actions necessary to vest ownership of the Works in AH.

4.13 Intellectual Property

The awarded 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.

4.14 Confidential Information

AH may provide the awarded 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"). The awarded contractor agrees to only use AH's Confidential Information to the extent necessary to perform the Services. During the Contract Period and for two years following the expiration or earlier termination thereof, the awarded 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, the awarded contractor shall carry out its obligations here under 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 the awarded 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. The awarded contractor agrees that all its employees and subcontractors will, upon AH's request, sign a confidentiality statement, in a form approved by AH in its reasonable discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this section. The following types of information shall not be subject to the requirements of this section: (a) information which is or becomes known to the public through no act or omission of the awarded contractor; (b) information which the awarded contractor can demonstrate was in its possession prior to the execution of the resulting contract (and was provided by a source other than AH); (c) information which the awarded contractor developed independently from any relationship with AH; and (d) information which the awarded contractor acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information.

4.15 Conflicts of Interest

AH is contractually obligated to ensure compliance with this provision. The awarded contractor agrees to notify AH if any of the following people enter into an agreement with the awarded contractor while such persons are in the roles listed below or within one year after termination of such roles and further certifies the awarded 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).

The awarded contractor agrees to notify AH in writing if it has, during the course of the resulting contract, any organizational conflict of interest, which is defined as a situation in which the nature of work under the resulting 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 by the awarded contractor in connection with the resulting contract.

At all times while the awarded 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 the awarded 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 the awarded contractor's letterhead, notarized and signed by the individual making the disclosure.

4.16 Prohibition against Gifts/Favors/Anything of Monetary Value

No AH employee can accept or solicit for themselves or for others, anything of value from the awarded 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. The awarded 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.

4.17 Assignment

The awarded contractor may not assign the resulting 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 resulting contract to any other party, whether by operation of law or otherwise, without the prior written consent of AH. In the event the awarded contractor subcontracts the performance of any of the Services to a third party approved by AH in accordance with this section, the awarded 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 resulting contract term, the awarded 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. The awarded contractor agrees to provide sufficient documentation to AH to document such change in the legal entity name or federal employer identification number.

4.18 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 during the contract period.

4.19 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.

4.20 Governing Law

The resulting 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.

4.21 Exceptions to Contract

Respondent's 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 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.