REQUEST FOR PROPOSALS
(RFP #2027-0052)
Compensation Study Services

October 22, 2026

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Interim SVP, Contracts and Procurement

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The Housing Authority of the City of Atlanta, Georgia ("Atlanta Housing" or "AH") seeks to enter into a contract with a qualified compensation consulting partner to conduct a comprehensive compensation study, including market benchmarking, compensation policy review, and Fair Labor Standards Act (FLSA) classification review. The engagement will provide Atlanta Housing with objective, data-driven insights to ensure competitive pay practices, consistent policy application, regulatory compliance, and reduced financial and legal risk, while supporting strategic workforce and talent objectives.

To view and download the full RFP on **Thursday, October 22, 2026**, visit www.atlantahousing.org and click on Doing Business with Atlanta Housing, then Solicitations. For questions regarding the RFP, please e-mail Marie Spence (marie.spence@atlantahousing.org).

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

1. Firms / Supplier Registration

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 law[1], 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 coverage during the entire contract period, at the minimum levels listed below:

General Insurance Requirement

1. Commercial General Liability with the following minimum limits and coverage:
    i. $1,000,000 each occurrence (combined single limit for bodily injury and property damage).
    ii. $1,000,000 for personal and advertising injury liability;
    iii. $2,000,000 aggregate on products and completed operations, and
    iv. $2,000,000 general aggregate
    v.

[1] O.C.G.A. §§ 13-10-90 and 13-10-91

2. Workers' Compensation and Employer's Liability with the following minimum limits:
    i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia
    ii. Employer's Liability:
        i. $1,000,000 each accident for bodily injury by accident.
        ii. $1,000,000 each employee for bodily injury by disease.
        iii. $1,000,000 policy limit for bodily injury by disease.

3. Commercial 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. Commercial Umbrella Liability with the following minimum limit and coverage
    i. $2,000,000 per occurrence and $2,000,000 general aggregate.

5. Professional Liability with the following minimum limit and coverage
    i. $2,000,000 Each Occurrence / $2,000,000 general aggregate.

6. Cyber-Liability Insurance Requirements

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

7. Self-insured retentions. Any self-insured retention must be declared to and approved by Atlanta Housing. Atlanta Housing 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. The Consultant shall be financially responsible for all deductibles or self-insured retentions for insurance furnished under this Agreement.

8. The following are additional requirements with respect to insurance coverage:

    i. As a condition precedent to entering into this Agreement, Consultant will provide to Atlanta Housing all certificates of insurance, including all required mandatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the declarations and endorsement page of the commercial general liability prior to execution of this Agreement. Atlanta Housing specifically reserves the right to require Consultant to provide certified complete copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without Consultant or the insurance provider first giving 30 days' written notice thereof to the Atlanta Housing Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested.

    ii. Blanket additional insured coverage is required for general commercial liability, automobile liability, umbrella liability, and cyber liability policies, to include The Housing Authority of the City of Atlanta, Georgia its Board of Commissioners, officers, affiliates, agents, and employees, and any other parties as may be required (collectively referred to as **"Indemnified Parties"**).

iii. All certificates and endorsements are to be received and approved by Atlanta Housing before the first Start Date. However, failure to obtain the required documents prior to the commencement of the agreement and shall not waive Consultant's obligation to provide them. Atlanta Housing reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. All coverage, limits and endorsements required herein shall be maintained in full force during the Term of this Agreement.

iv. 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.

v. Consultant agrees to notify Atlanta Housing of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.

vi. The premium cost of all insurance purchased by Consultant for protection against risks assumed by Consultant by virtue of this Agreement shall be borne by Consultant and is not reimbursable by Atlanta Housing.

vii. An umbrella liability policy (or excess liability) may be used to provide additional commercial general liability, automobile liability, and employers' liability limits to meet Atlanta Housing's minimum coverage requirements.

viii. **Subcontractors' Insurance**. In new contracts with Subcontractors negotiated by Consultant, Consultant shall require and verify that its subcontractors, and all other parties performing work on consultant's behalf to procure maintain insurance meeting Atlanta Housing's minimum insurance specified herein, or such different amounts and coverages as Atlanta Housing determines to be appropriate consistent with the nature of services provided by the Subcontractors and reasonable and prudent industry standards, and Consultant shall ensure that Atlanta Housing is an additional insured on insurance required from Subcontractors. Consultant shall furnish Atlanta Housing with the required endorsements and insurance policies from each Subcontractor who shall name Consultant and Atlanta Housing as additional insureds and shall require that all Subcontractors maintain insurance coverage consistent with the requirements set forth in this agreement.

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

x. Primary/noncontributing. For any claims, losses or liabilities arising out of or related to this Agreement, all insurance coverage maintained by or on behalf of the Consultant and Subcontractors shall be primary and non-contributory with respect to the **Indemnified Parties**. Any insurance or self-insurance maintained by the Indemnified Parties shall be excess of the Consultant's and Subcontractors' insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

xi. Waiver of subrogation**.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the **Indemnified Parties** or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Atlanta Housing and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

xii. Duration of Coverage. Consultant shall procure and maintain, and/or cause any Subcontractors and all other parties performing work on Consultant's behalf to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or Subcontractors.

The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to the Consultant and Subcontractors; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to Atlanta Housing. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant, Subcontractors, or other project participants from liabilities arising out of or related to this Agreement.

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 five (5) business days after receiving the Notice of Intent to Award.

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 it's Moving to Work flexibility; AH has implemented a variety of innovations that benefit low-income families and expand housing choice. AH's approach to providing quality affordable housing and human development services is based on the belief that people can do better when given access to quality living environments and the tools they need to become self-sufficient. To learn more about AH and its history, mission and business plan, Respondents are encouraged to visit AH's website www.atlantahousing.org.

1.1 Background

The Housing Authority of the City of Atlanta, Georgia ("Atlanta Housing" or "AH") seeks to enter into a contract with a qualified compensation consulting partner to conduct a comprehensive compensation study, including market benchmarking, compensation policy review, and Fair Labor Standards Act (FLSA) classification review. The engagement will provide Atlanta Housing with objective, data-driven insights to ensure competitive pay practices, consistent policy application, regulatory compliance, and reduced financial and legal risk, while supporting strategic workforce and talent objectives.

1.2 Scope of Work and Specific Requirements

Firms selected through this formal RFP process are invited to respond to the evaluation criteria for the work described below. The required services will be rendered in collaboration with a single firm awarded in this process. This awarded firm will need to commence immediately upon the execution of the Contract. The awarded firm's scope of work shall include but not be limited to the following tasks:

1. Compensation Market Benchmarking The consultant will conduct an external market analysis using industry-recognized compensation survey data.

1.1. Services include:
- Review and validation of job descriptions and role alignment
- Mapping of internal positions to appropriate market benchmarks
- Selection and use of surveys aligned to industry, organization size, and geographic labor markets
- Benchmarking of base pay and total cash compensation
- Assessment of pay positioning against market percentiles

1.2. Key Outputs:
- Market pricing by role
- Identification of below-market, market-aligned, and above-market positions

- Market pressure and talent risk summary

2. Internal Pay Structure Review The consultant will assess internal pay relationships and structural effectiveness.

2.1. Services include:
- Review of salary grades, ranges, or pay bands
- Analysis of internal equity, pay dispersion, and compression
- Evaluation of alignment with compensation philosophy and organizational structure

2.2. Key Outputs:
- Internal equity findings and risk identification
- Salary structure effectiveness assessment
- Recommendations to improve consistency and scalability

3. Compensation Policy Review The consultant will review existing compensation-related policies to assess alignment with market practice, compliance requirements, and organizational strategy.

3.1. Services include:
- Review of formal and informal compensation policies (e.g., pay administration, hiring pay, promotions, off-cycle adjustments, incentives, geographic differentials)
- Assessment of policy clarity, consistency, and governance controls
- Evaluation of alignment between stated policies and actual pay practices
- Benchmarking of policy elements against common market practices

3.2. Key Outputs:
- Compensation policy gap analysis
- Identification of risk areas, inconsistencies, or outdated provisions
- Recommendations to update, clarify, or standardize policies
- Optional draft revisions or policy framework enhancements (as agreed)

4. FLSA Classification Review The consultant will perform an advisory compliance review of exemption classifications under the Fair Labor Standards Act (FLSA).

4.1. Services include:
- Review of job duties, responsibilities, and pay practices
- Assessment against Department of Labor exemption criteria
- Identification of potential misclassification risks
- Documentation supporting exemption determinations

4.2. Key Outputs:
- FLSA classification summary by position
- Risk assessment with prioritization
- Recommended remediation options where applicable

5. Findings and Recommendations The consultant will consolidate findings into actionable, decision-ready recommendations.

5.1. Deliverables include:
- Executive summary of findings, risks, and priority actions
- Compensation, structure, policy, and compliance recommendations
- Toolkit designed to support business unit with ongoing administration, governance, and communication of compensation practices following completion of the study.
- Implementation options, including phased and budget-conscious approaches
- Executive presentation and facilitated readout session with stakeholders

1.3 Pre-Proposal Conference

Atlanta Housing will conduct a virtual Pre-Proposal Conference via Zoom on **Wednesday, October 28, 2026 at 10:30 AM**. While

this meeting is not mandatory, AH strongly encourages interested parties to attend. Questions pertaining to the RFP 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 RFP.

1.4 Contract Term (Initial and Option Years)

The initial term of the contract shall be for a term not to exceed one (1) year. In the event that the resulting contract from the award of this RFP 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 with the mutual consent of the parties.

2.0 Schedule of Events

RFP Released	**Thursday, October 22, 2026**
Pre-Proposal Conference Date and Time (*Virtual Zoom Meeting Details)	**Wednesday, October 28, 2026 at 10:30 A.M., ET** Suppliers are required to register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/Trf0erLzSneED1UIMiGNGg After registering, you will receive a confirmation email containing information about joining the meeting.
Deadline for Questions and/or Comments	**Friday, October 30, 2026, by 2:00 P.M., ET**
Proposal Due Date and Time	**Friday, November 20, 2026, by 5:00 P.M. ET**

2.1 Communications

In order to maintain a fair and impartial competitive process, AH and any outside consultants assisting AH with this solicitation, shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any AH staff and/or outside consultants assisting AH with this solicitation except:

- through the RFP Point of Contact named below;
- as otherwise specified in this RFP; and / or
- as provided by existing work agreement(s) (if any)

Prohibited communication includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. AH reserves the right to reject the quote of any Respondent violating this provision.

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 Thursday, October 22, 2026 and Friday, October 30, 2026, 2:00 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.

RFP Point of Contact
Marie Spence, Purchasing Analyst The Housing Authority of the City of Atlanta, Georgia Contracts & Procurement Department 230 John Wesley Dobbs Avenue, NE 5th Floor Atlanta, Georgia 30303-2421 marie.spence@atlantahousing.org

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

Proposals shall be submitted via AH electronic sourcing platform - Jaggaer. AH **will not** accept any proposal in part or in whole through any other means. The sections are as follows:

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

3.2 Evaluation Process, Evaluation Factors (Questions) and Award

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

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

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

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

Once negotiations are complete, AH shall establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate previous offer shall be

construed as its best and final offer. The best and final offers shall be evaluated in essentially the same manner as the initial offers unless otherwise specified. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered are the most advantageous to AH.

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

Evaluation Factor (Question)	Items	Points
A	Professional Competence	**30 Points**
B	Staffing and Qualifications	**30 Points**
C	Firm's Experience	**30 Points**
D	Cost Proposal	**05 Points**
E	Ethical Behavior	**05 Points**
	Maximum Point Value	**100 Points**

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

EVALUATION FACTORS (QUESTIONS) DESCRIPTIONS

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

Evaluation Question A: Professional Competence (30 Points)

Please provide a comprehensive overview of your firm's methodology for designing and implementing compensation compliance services. Include details about your established relationships relevant to the RFP and subsequent contract. Additionally, outline your firm's expertise in the specialized areas required, along with your capability to effectively manage, track efforts, and report on the progress and status of services rendered.

Evaluation Question B: Staffing and Qualifications (30 Points)

Please provide an organizational chart identifying the names, job titles, specifications of task responsibilities and participation levels of staff that will be assigned to the resulting contract. Include specialties and/or certifications. Resumes must also be included for those staff members along with any other relevant information.

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

Please provide at least four (4) current and/or former clients (defined as clients within the past five years) to whom your firm has offered these services. Include the client names, points of contact, telephone numbers, and email addresses.

Additionally, demonstrate your firm's capability to fulfill the requirements outlined in the RFP. Highlight your general experience in providing similar services to agencies comparable in size to Atlanta Housing, as well as to multi-family, affordable housing, or private sector organizations.

Note that Atlanta Housing may conduct site visits to assess the adequacy of staff, space, and facility accessibility in accordance with the Americans with Disabilities Act.

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

Evaluation Question D: Cost Proposal (05 Points)

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

Evaluation Question E: Ethical Behavior (05 Points)

Please address how ethical behavior is integrated into your organization's business practices and how it informs the services provided to your clients.

MAXIMUM POINT VALUE.....100

A) Responsibility Determination

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

B) Financial Capacity Determination

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

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

C) Technical Capacity Determination

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

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

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

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

PRIOR TO AWARD, AND IF NECESSARY, THE APPARENT WINNING RESPONDENT MAY BE REQUIRED TO ENTER INTO DISCUSSIONS WITH AH TO RESOLVE ANY CONTRACTUAL DIFFERENCES BEFORE AN AWARD IS MADE. THESE DISCUSSIONS WILL BE FINALIZED AND ALL EXCEPTIONS RESOLVED WITHIN 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 RFP 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 RFP are required to comply with the requirements of Section 3, (Schedule A) - Contract Compliance Affidavit, as applicable.

4.3 Certification Regarding Debarment

The 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 are required to submit a Disclosure Statement if this is not the case.

4.4 Respondents' Status

Respondent and its agents will be held to be independent contractor 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.

b) **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 RFP 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 relating 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 a 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 of its employees and subcontractors will, upon AH's request, sign a confidentiality statement, in a form approved by AH in its reasonable discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this section. The following types of information shall not be subject to the requirements of this section: (a) information which is or becomes known to the public through no act or omission of 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 persons 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 into 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 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 a 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 the award, and if necessary, the apparent winning Respondent will be required to enter into discussions with AH to resolve any contractual differences before an award is made. These discussions will be finalized and all exceptions resolved within the timeframe specified by AH after notification of potential award. Failure to resolve contractual differences, including failure to return signed documents within time frames specified by AH, will lead to rejection of the Service Provider's proposal.

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