REQUEST FOR QUALIFICATIONS (RFQL # RFQL-2027-0045) COMMERCIAL AND RESIDENTIAL PROPERTY MANAGEMENT SERVICES BENCH

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The Housing Authority of the City of Atlanta, Georgia ("Atlanta Housing") seeks to develop a bench of qualified, professional firms (the "Firms") to provide comprehensive property management and related services for one or more Atlanta Housing-owned, assisted, or controlled residential or commercial communities and properties (the "Communities").

This Request for Qualifications ("RFQL") is intended to establish a non-exclusive, multiple-award bench of qualified Firms. Atlanta Housing may award contracts to multiple Firms and multiple contracts may be in place concurrently. The RFQL is not intended to result in the selection of a single property management provider or to guarantee exclusivity to any Firm.

The bench is intended to support Atlanta Housing's current and future real estate portfolio, including existing properties, future acquisitions, new developments, rehabilitation and redevelopment projects, vacant properties, properties undergoing repositioning or stabilization, and other real estate assets or assignments as Atlanta Housing may determine necessary or appropriate from time to time. Assignments may involve residential, commercial, mixed-use, occupied, partially occupied, or vacant properties, as well as properties transitioning between uses or management structures. Following qualification and award to the bench, Atlanta Housing may issue assignments or task orders to one or more qualified Firms. Assignments may be competitively requested among bench Firms or directly assigned based on Atlanta Housing's assessment of the Firm's qualifications, relevant experience, capacity, past performance, specialized expertise, and the specific needs of the assignment. Atlanta Housing reserves the right to determine the most appropriate method for issuing assignments and is not obligated to use a rotational process. Qualification for the bench does not guarantee the receipt of any assignment, minimum volume of work, or compensation.

All Respondents to this RFQL (any of which may consist of an alliance of multiple firms, evidenced by a formal business relationship) with proven capacity to manage and operate one or more of the Communities as market-quality, affordable properties, and support the human development potential of the residents of the Communities, as well as effectively manage commercial office space, parking, civic and other non-residential facilities, vacant buildings owned or controlled by Atlanta Housing, are invited to submit a Statement of Qualifications.

The RFQL establishes two categories of services: Commercial Property and Residential Property Management Services. Respondents may seek qualification for either category or both. Firms qualified under either category may be considered for assignments involving current properties, future acquisitions, new developments, rehabilitation, redevelopment, stabilization, management transitions, or other applicable property management needs within that category.

Atlanta Housing may establish contracts with any number of qualified Firms and may assign work to one or more Firms based on the specific property, required services, qualifications, capacity, availability, and other applicable considerations. Qualification or contract award does not guarantee any minimum level of work, assignment, or compensation. Atlanta Housing reserves the right to determine the specific scope, properties, services, and terms of each assignment in accordance with applicable procurement requirements and the resulting contracts.

To view and download the full RFQL, on October 14, 2026, visit www.atlantahousing.org and click on "Doing Business with Atlanta Housing", then "Solicitations." For questions regarding the RFQL, please contact via e-mail Ms. Sopheria Lambert at sopheria.lambert@Atlantahousing.org or Ms. LaTasha Cole latasha.cole@atlantahousing.org.

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

1. Firms / Supplier Registration

To do business with Atlanta Housing, 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 at https://www.atlantahousing.org/doing-business-with-ah/vendors/. If Respondent has already registered with Atlanta Housing, 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*** Atlanta Housing ***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 Atlanta Housing a signed affidavit in the form of the affidavit either provided by Georgia Department of Audits and Accounts or approved by Atlanta Housing ("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 Atlanta Housing 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:

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

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;

[1] O.C.G.A. §§ 13-10-90 and 13-10-91

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 Atlanta Housing, 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 awarded contractor in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

B. Additional Requirements:

1. **As a condition precedent to entering into the resulting contract, the awarded contractor will provide to Atlanta Housing 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 Atlanta Housing's SVP, 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 Atlanta Housing before work commences. Atlanta Housing'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 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.

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 Atlanta Housing.

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 Atlanta Housing's minimum coverage requirements.

7. Atlanta Housing reserves the right, but not the obligation, to review and reject any certificates of insurance or insurers 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 out 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 Atlanta Housing. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the contractors 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 Atlanta Housing 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 to 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 Atlanta Housing 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 Atlanta Housing 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 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.

Failure of the awarded contractors 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 Atlanta Housing <u>prior to</u> execution of the contract and at the beginning of each option term.

1.0 About Atlanta Housing

The Housing Authority of the City of Atlanta, Georgia ("Atlanta Housing") is the largest housing authority in Georgia and one of the largest in the nation. Atlanta Housing provides and facilitates affordable housing resources for over 27,000 low-income households. These affordable housing resources include Atlanta Housing-owned residential communities, Atlanta Housing-assisted mixed-income, mixed-finance residential communities, ten thousand five hundred (10,500) tenant-based vouchers, one hundred and eight (108) Home-Flex Program communities (formerly Project Based Rental Assistance Program, including RAD-converted properties), 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. Atlanta Housing's programs are funded and regulated by the U.S. Department of Housing and Urban Development ("HUD"). Using its Moving to Work flexibility, Atlanta Housing has implemented a variety of innovations that benefit low-income families and expand housing choice.

Atlanta Housing'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 Atlanta Housing and its history, mission and business plan, Respondents are encouraged to visit Atlanta Housing's website www.atlantahousing.org.

1.1 Background

As the largest housing agency in Georgia, Atlanta Housing's ability to adapt to change by cultivating strategic partnerships and developing innovative solutions has made Atlanta Housing a national leader in the transformation of public housing. In recognition of Atlanta Housing's ranking as a High Performing public housing agency, the U.S. Department of Housing and Urban Development ("**HUD**") selected Atlanta Housing to participate in the Moving to Work ("**MTW**") Demonstration Program. With its status as a MTW agency, Atlanta Housing, with few exceptions, was granted regulatory and statutory relief from the U. S. Housing Act of 1937, as amended ("**1937 Act**"). The initial moving to Work Agreement ("**MTW Agreement**") between Atlanta Housing and HUD was effective July 1, 2003. Later, Atlanta Housing was able to retain the unique provisions under its original agreement when it negotiated its amended and restated MTW Agreement on November 13, 2008, and further amended it on January 16, 2009. It is important to note that Atlanta Housing's MTW Agreement may be automatically extended for additional ten-year periods, subject to HUD's approval and certain agreed-upon conditions. Atlanta Housing's FY2026 MTW Annual Report is available on the Atlanta Housing website at www.atlantahousing.org.

Atlanta Housing's Residential Portfolio

Atlanta Housing provides, facilitates, invests in, and supports a diverse portfolio of affordable housing throughout the City of Atlanta. The portfolio includes properties owned by Atlanta Housing, properties located on land owned by Atlanta Housing or subject to an Atlanta Housing ground lease, and properties receiving operating, rental, capital, development, financial, or other forms of subsidies, investment, or assistance from Atlanta Housing.

For purposes of this RFQL, these current and future residential assets are collectively referred to as "AH-Assisted Properties." AH-Assisted Properties may include properties owned or controlled by Atlanta Housing, affiliated entities, private owners, development partners, or other third parties where Atlanta Housing has ownership, financial, contractual, land, regulatory, subsidy, or programmatic interest.

Since 1996, Atlanta Housing has engaged private property management firms, historically referred to as Property Management Development Companies (PMDs"), to manage residential communities when and if needed. Additionally, Atlanta Housing also works with private owners, developers, management companies, affiliated entities, and other partners across its broader portfolio of AH-Assisted Properties. Depending on the nature of the property and the applicable ownership, financing, subsidy, ground-lease, or contractual structure, Atlanta Housing may retain an ownership, financial, land, regulatory, contractual, subsidy, or programmatic interest in the property.

Property management responsibilities for AH-Assisted Properties may include property operations, occupancy administration, waiting-list management, applicant intake and resident recertification, rent collection, customer service, maintenance, security, financial administration, procurement, regulatory compliance, resident communications, and coordination with designated resident service providers.

Atlanta Housing anticipates that its affordable housing portfolio will continue to evolve and grow. During the term of contracts established through this RFQL, Atlanta Housing may acquire, develop, finance, assist, rehabilitate, reposition, stabilize, transition, dispose of, or otherwise add or remove residential properties from its portfolio. Properties may also experience changes in ownership, financing, subsidies, occupancy, management structure, or intended use.

Accordingly, this RFQL is intended to establish a non-exclusive bench of qualified Firms capable of providing property management and related services for current and future AH-Assisted Properties as needs arise. Potential assignments may include:

- Properties located on land owned by Atlanta Housing or subject to an Atlanta Housing ground lease;
- Properties receiving operating, rental, capital, development, financial, or other forms of subsidy, investment, or assistance from Atlanta Housing;
- Newly acquired, developed, renovated, or assisted properties;
- Properties entering initial occupancy, lease-up, or stabilization;
- Properties undergoing a change in ownership, financing, subsidy, occupancy, or management structure;
- Properties requiring interim, supplemental, emergency, or specialized property management support;
- Properties undergoing rehabilitation, repositioning, preservation, or operational transition; and
- Other current or future residential properties in which Atlanta Housing has an ownership, financial, contractual, land, regulatory, subsidy, or programmatic interest.

The specific property, ownership structure, scope of services, staffing requirements, performance standards, reporting obligations, compensation structure, and period of performance will be established by Atlanta Housing for each assignment. Qualification or contract award does not guarantee the assignment of a particular property, a minimum volume of work, or any specific level of compensation.

Atlanta Housing Commercial Portfolio

In addition to its residential portfolio, Atlanta Housing owns or controls a diverse portfolio of commercial, institutional, civic, parking, vacant-building, vacant-land, and other real estate assets. These properties and assets have varying operational requirements based on their location, physical condition, occupancy, intended use, and stage of development. The current commercial and institutional portfolio includes, but is not limited to, the following:

- ***Atlanta Housing Headquarter*s** - A seven-story office building located at 230 John Wesley Dobbs Avenue, NE, Atlanta, Georgia 30303-2421. The building contains approximately 74,237 rentable square feet and serves as Atlanta Housing's corporate headquarters and a location for the administration of Atlanta Housing programs. The property also includes a four-story parking deck and two surface parking lots, one owned and one leased by Atlanta Housing.
- ***Zell Miller Center -*** A one-story facility located at 189 Merritts Avenue, NW, Atlanta, Georgia 30313. The facility contains approximately 8,600 usable square feet.
- ***Atlanta Civic Center -*** A civic and commercial property located at 395 Piedmont Avenue, NE, Atlanta, Georgia. The property includes a theater, plaza, fountain, exhibition hall, and parking facilities. The building is currently unoccupied and is being maintained pending redevelopment.

The property may require maintenance, security, asset preservation, parking oversight, inspections, and other operational services. Atlanta Housing may also authorize short-term use of applicable parking areas through approved license agreements.

- ***Roosevelt Hall -*** A facility located at 660 Student Movement Boulevard, Atlanta, Georgia 30314. Based on the authorized use of the property, services may include building operations, maintenance, security, parking management, event coordination, facility-use support, custodial services, access control, and other related property management responsibilities.

Atlanta Housing anticipates that its commercial and real estate portfolio will change over time. During the term of contracts established through this RFQL, Atlanta Housing may acquire, develop, improve, lease, rehabilitate, reposition, stabilize, transition, dispose of, or otherwise add or remove commercial properties, parking facilities, and other real estate assets from its portfolio.

Accordingly, the properties identified in this RFQL, Atlanta Housing's current portfolio and are not intended to limit the properties or services that may be included in future assignments. Specific properties, acreage, service frequencies, staffing levels, performance requirements, and responsibilities will be established by Atlanta Housing for each assignment.

1.2 Scope of Work and Specific Requirements

The Scope of Work, which references Atlanta Housing's existing residential communities and commercial real estate portfolio, is described below and is organized into two categories: (1) Residential Property Management and (2) Commercial Property Management.

The Scope of Work is intended to establish a bench of qualified Firms capable of providing comprehensive property management services for Atlanta Housing's current and future residential and commercial assets. Such services may be required for existing properties, future acquisitions, new developments, rehabilitation and redevelopment projects, vacant properties, properties undergoing repositioning or stabilization, and other real estate assets or assignments as Atlanta Housing may determine necessary or appropriate from time to time.

Atlanta Housing's current portfolio and are not intended to limit the scope of future assignments. Atlanta Housing may add, remove, acquire, dispose of, develop, rehabilitate, or otherwise change properties within its portfolio.

The specific properties, services, staffing, and performance requirements for each assignment will be established by Atlanta Housing based on the property's ownership, condition, occupancy, intended use, and operational needs. Each category encompasses the full range of property management responsibilities applicable to then assigned properties, including operations, maintenance, security, financial administration, procurement and contract administration, resident or tenant services, parking, asset preservation, and other related services.

Commercial Property Management also includes vacant buildings and land management and event coordination Where applicable. The Firm(s) shall be responsible for coordinating and managing the assigned services, whether performed directly or through qualified subcontractors. The Scope of Work and Specific Requirements for each category are set forth below.

Owner Oversight and Strategic Guidance

Atlanta Housing will provide facility management oversight and an asset manager for the Communities and buildings, as applicable, and, in that capacity, monitor the performance of the Firm(s) in accordance with the applicable PPM Guideline document. Atlanta Housing is responsible for providing Owner's Objectives (expected performance and reporting) and feedback to the Firm(s) based on such performance and reporting.

Atlanta Housing intends to provide strategic guidance through interactive discussions that result in joint acceptance by both Atlanta Housing and the Firm(s). Exhibit 1, Strategic Guidance Process, shows the typical planning activities and documents that will be used to establish strategic guidance.

As part of the strategic interface, Atlanta Housing will review the Owner's Objectives and provide updated guidance to the Firm(s) at least annually. The Firm(s) are responsible for receiving and processing the Owner's Objectives and providing the appropriate output as it relates to the management, administration, operation, accounting, maintenance, and other services performed at the assigned properties.

The Firm(s) are responsible for operating the assigned properties within the approved budget in accordance with Atlanta Housing's intent as defined in the Owner's Objectives. Responsibilities within each category include the following:

Category 1 — Residential Property Management

The successful Firm(s) may serve as property managers and perform all operations, management, regular maintenance, and resident services at Atlanta Housing-Owned or Assisted Residential Communities to which any such Firm has been procured and assigned. The Firm(s) will have the responsibility to manage, administer, and operate the Communities in compliance with all applicable requirements of:

- The Housing Act of 1937, as it may be amended from time to time, and the regulations promulgated thereunder, all as modified by Atlanta Housing's MTW Agreement;
- The Annual Contributions Contract ("**ACC**"), as modified by Atlanta Housing's MTW Agreement;
- Atlanta Housing's lease, including any attachments;
- Atlanta Housing's Statement of Corporate Policies and the Atlanta Housing PPM Reference Guide;
- The procurement and/or sourcing strategy of the Firm(s), as reviewed and approved by Atlanta Housing;
- The annual Operating Budget for the applicable Community, as approved by Atlanta Housing;
- Atlanta Housing's MTW Annual Implementation Plan and strategic objectives prepared by Atlanta Housing for each Community;
- Generally Accepted Accounting Principles ("**GAAP**") and Governmental Accounting Standards Board ("**GASB**") standards, as applicable; and
- All applicable state, local, and federal laws and regulations, including fair housing laws.

<u>Property Operations and Compliance</u>

The Property Manager shall provide comprehensive property management, occupancy administration, resident services, security oversight, and regulatory compliance functions necessary to ensure the successful operation of the property. Services will be delivered in accordance with Atlanta Housing requirements, applicable HUD regulations, all federal, state, and local laws, and Atlanta Housing's MTW Agreement, while maintaining a strong commitment to resident satisfaction, operational excellence, and program compliance. Key responsibilities include, but are not limited to, the following:

- Provide on-site and regional management, staffing, office coverage, leasing, marketing, applicant processing, move-ins and move-outs, lease administration, rent collection, receivables follow-up, inspections, and day-to-day community operations.
- Maintain compliance with applicable HUD requirements, including Fair Housing and Equal Opportunity ("**FHEO**"), Systematic Alien Verification for Entitlements ("**SAVE**"), Violence Against Women Act ("**VAWA**"), and Atlanta Housing MTW Performance Measures.
- Implement, track, and report compliance with applicable MTW initiatives, including elderly/disabled intake ratio, work/program compliance, minimum rent, income disregard, standard deductions (see **Exhibit 2, Atlanta Housing MTW Innovations**), and any new initiatives as determined by Atlanta Housing.

- Conduct intake of new residents, manage waiting lists and UFAS waiting lists, maintain required occupancy levels, and recertify existing residents in accordance with HUD and Atlanta Housing systems and requirements, including HUD Inventory Management System ("**IMS**")/PIH Information Center ("**PIC**") and Enterprise Income Verification ("**EIV**").
- Ensure accurate rent calculations for each household, timely collection of rental income, and proper administration of approved leases, notices, deposits, payment arrangements, and occupancy records.
- Track and manage occupancy of fully accessible ("**UFAS**") units, including separate UFAS waiting lists and transfer lists.
- Identify and properly address reasonable accommodation requests; document resolution in logs and resident files; attend Accessibility Reporting Training; and become proficient in Atlanta Housing's Accessibility Reporting platforms.
- Provide excellent customer service and ensure that every resident is treated with dignity and respect. Maintain procedures for complaint intake, follow-up, escalation, resident communications, and resolution of service concerns.
- Maintain property security, including enhanced criminal screening at intake and recertification as required by applicable policy, visitor management systems, video surveillance, access control, and dedicated 24-hour security/concierge support where required by the assignment.
- Coordinate resident services, community meetings, service referrals, and housing-stability support with Atlanta Housing and its designated partners. Support residents during outages, emergencies, rehabilitation, or temporary relocation when authorized.
- Maintain accurate occupancy, compliance, resident-service, and operating records and provide reports necessary to demonstrate performance against the Owner's Objectives.

Property Maintenance

The Property Manager shall implement and maintain a comprehensive property maintenance program designed to preserve the physical condition, safety, accessibility, and long-term viability of the property.

Through preventive maintenance, responsive service delivery, effective contractor management, and ongoing compliance monitoring, the Property Manager will ensure that all building systems, common areas, residential units, and site amenities are maintained to a high standard.

The Property Manager shall be responsible for maintaining operational efficiency, protecting capital assets, and providing residents with a safe, clean, and well-maintained living environment. Key maintenance responsibilities include, but are not limited to, the following:

- Provide routine, urgent, emergency, preventive, and make-ready maintenance, including plumbing, electrical, HVAC, appliances, carpentry, locks, painting, pest-related repairs, and other building and site systems.
- Establish and maintain a work-order management process for receiving, prioritizing, dispatching, tracking, completing, and verifying maintenance requests. Maintain accurate records of the original request, priority, assigned personnel, work performed, materials, costs, completion, and follow-up.
- Provide 24-hour emergency maintenance intake and response for assigned properties, including appropriate escalation, temporary protective measures, and coordination with emergency responders.
- Maintain preventive maintenance schedules, equipment histories, warranties, inventories, inspection records, and repair-versus-replacement recommendations.
- Conduct regular inspections of residential units, communal areas, building systems, grounds, and amenities; identify deficiencies; and implement corrective action.
- Manage unit turnover and make-ready work to support timely occupancy and minimize vacancy loss.

- Coordinate qualified contractors and specialty vendors, verify completed work, and ensure that recurring or failed repairs are investigated and properly resolved.
- Maintain grounds, landscaping, janitorial services, waste removal, pest management, and other services necessary to preserve the property.
- Identify capital repair and replacement needs and provide recommendations, cost estimates, and support information for Atlanta Housing's review and approval.
- Coordinate maintenance activities with resident communications, accessibility needs, security, and resident services to minimize disruption and protect resident safety.

Security, Safety, and Parking

The Property Manager shall manage and coordinate the security, safety, and parking functions necessary for the operation of the assigned Communities.

Responsibilities include access control, visitor management, key and credential administration, guard or patrol services, alarm and video-surveillance coordination, incident documentation, emergency-response coordination, and protection of residents, employees, visitors, and property. The Firm(s) shall maintain appropriate staffing, procedures, and escalation protocols and shall ensure that regulated security activities are performed properly qualified and licensed personnel.

The Firm(s) shall also manage assigned parking facilities, including permits, access systems, signage, equipment, customer assistance, occupancy monitoring, revenue collection where applicable, and approved enforcement coordination. Parking operations shall be conducted in accordance with Atlanta Housing policies and the approved Operating Budget.

Resident Services and Customer Service

The Property Manager shall provide resident-facing services necessary to support the successful operation of the Communities and a positive resident experience.

Responsibilities include resident communications, complaint intake and resolution, resident meeting support, orientation, service coordination, reasonable-accommodation processes, language access, and referrals to Atlanta Housing's designated resident-service partners. The Firm(s) shall maintain accountability for unresolved concerns through documented follow-up and escalation.

The Firm(s) shall coordinate with Atlanta Housing during emergencies, service interruptions, rehabilitation, relocation, and other circumstances affecting residents. Specialized social, clinical, or Supportive services shall be provided only when expressly included in the assignment and through appropriately qualified providers.

Property Accounting and Financial Administration

The Property Manager shall provide property-level accounting and financial administration necessary to operate the Communities within the approved Operating Budget and in accordance with Atlanta Housing's Owner's objectives.

Responsibilities include preparation and administration of operating budgets, accounts payable and receivable, rent and subsidy reconciliations, deposits, cash management, payroll allocations, reserve tracking, financial reporting, and support for audits and applicable owner, lender, investor, or program reporting.

The Firm(s) shall maintain appropriate internal controls, separation of duties, purchasing and payment controls, supporting documentation, and entity-specific accounting records. The Firm(s) shall monitor budget variances, arrears, concessions, bad debt, capital expenditures, and other financial performance measures and provide timely recommendations to Atlanta Housing.

Procurement / Contract Administration

The Firm(s) shall develop and implement a competitive methodology for conducting procurements (the "Sourcing Strategy") consistent with sound business practices for procuring design, construction, goods, and other services. The Sourcing Strategy must be submitted to Atlanta Housing for review and comment within 60 days of execution of the Property Management Agreement. At a minimum, the Sourcing Strategy must include the following:

- Written policies that foster competitive and inclusive procurement activity.
- A written comprehensive contract administration system.
- Written policies enforcing ethics in public purchasing for all employees engaged in the award and administration of subcontracts.
- Written policies that ensure compliance with Davis-Bacon & Related Acts ("**DBRA**") and HUD-determined Labor Rates, the Copeland Act, the Anti-Kickback Act, Contract Work Hours and Safety Act, and the Fair Labor Standards Act, as applicable.
- Written policies to encourage contracting to the maximum extent feasible with small and minority firms and woman-owned business enterprise firms, as well as written policies to provide opportunities for 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; and
- Procedures to properly procure and manage the contractors necessary to augment site staff and successfully complete the required work at the property. Procurements must be completed in accordance with the approved Sourcing Strategy.

Performance Reporting

The Firm(s) shall provide operating, financial, maintenance, occupancy, compliance, resident-service, and other performance reports required by Atlanta Housing. Reporting shall demonstrate performance against the approved Operating Budget, Owner's Objectives, applicable MTW Performance Measures, and property-specific service standards.

Reports shall identify significant variances, unresolved maintenance and resident-service issues, compliance findings, security incidents, capital needs, and recommended corrective actions. The Firm(s) shall participate in periodic performance reviews and provide information necessary for Atlanta Housing facility management oversight and asset management functions.

Category 2 — Commercial Property Management

The successful Firm(s) may serve as property managers and perform all operations, management, regular maintenance, security, financial administration, and tenant or occupant services at Atlanta Housing-Owned or controlled commercial properties to which any such Firm has been procured and assigned.

Assignments may include full-service property management, interim management, vacant-property preservation, parking operations, event support, or other property-related services, depending on the needs of the specific property or assignment. The scope, level of effort, staffing requirements, and period of performance will be established by Atlanta Housing for each assignment or task order.

The Firm(s) will have the responsibility to manage, administer, operate, and preserve the assigned properties in accordance with the applicable owner's requirements, approved Operating Budget, Owner's Objectives, Atlanta Housing policies, approved Sourcing Strategy, and all applicable federal, state, and local laws and regulations.

Commercial Portfolio and Illustrative Assets

The Commercial Property Management category includes Atlanta Housing's current and future occupied commercial and institutional buildings, vacant buildings, land and associated parking facilities. The selected

Firm(s) shall provide comprehensive management and operational services appropriate to each asset's use, occupancy, condition, and stage of development.

The current illustrative portfolio includes occupied business and institutional facilities, including Zell Miller Center, JWD, and Roosevelt Hall, which require active building operations, maintenance, security, tenant and occupant services, parking management, and, where applicable, event coordination.

The portfolio also includes four vacant buildings, 450 Hank Aaron, Atlanta Civic Center, Cupola, and Wildwood, which require preservation, security, maintenance, inspections, and oversight appropriate to their condition and intended future use.

In addition, Atlanta Housing owns or controls other smaller vacant buildings and structures that may not require active day-to-day building operations but must remain secure, maintained, and properly monitored. Services for these assets may include periodic inspections, grounds upkeep, debris removal, pest control, utility, and building system monitoring, minor repairs, and coordination of necessary protective or corrective work.

The quantities above are provided for planning purposes and may change over time. Atlanta Housing may add, remove, combine, subdivide, acquire, dispose of, develop, or otherwise change properties within the portfolio. The specific properties, acreage, service frequencies, staffing, and responsibilities included in any assignment will be established by Atlanta Housing.

Commercial Property Operations and Administration

The Property Manager shall provide comprehensive commercial property management, building operations, tenant and occupant services, security oversight, and administrative functions necessary to ensure the successful operation and preservation of the assigned properties. Key responsibilities include, but are not limited to, the following:

- Provide day-to-day management of occupied offices, headquarters, institutional facilities, community spaces, retail or other leasable areas, and commercial portions of mixed-use properties.
- Manage building operating schedules, tenant and occupant relations, visitor and contractor access, utilities, service contracts, common areas, and building-system operations.
- Maintain applicable lease abstracts, rent rolls, renewal and option calendars, insurance certificates, space inventories, service obligations, and expense allocations.
- Coordinate leasing, marketing, tenant improvements, occupancy planning, and other commercial activities when authorized by Atlanta Housing.
- Maintain accurate property records, operating procedures, and service documentation.
- Provide customer service and coordinate with tenants, occupants, contractors, public agencies, and Atlanta Housing regarding property operations, repairs, access, and service interruptions.
- Monitor property condition, operating performance, occupancy or utilization, and capital needs and provide recommendations to improve efficiency, preservation, and long-term asset performance.

Property Maintenance and Building Engineering

The Property Manager shall implement and maintain a comprehensive maintenance program designed to preserve the physical condition, safety, functionality, and long-term viability of occupied and vacant commercial assets.

The Firm(s) shall be responsible for maintaining operational efficiency, protecting capital assets, and providing safe, clean, and well-maintained facilities. Key responsibilities include, but are not limited to the following:

- Provide routine, urgent, emergency, and preventive maintenance for HVAC, electrical, plumbing, elevators, fire and life-safety systems, roofing, building envelopes, and other building systems.

- Establish and maintain a work-order management process for receiving, prioritizing, dispatching, tracking, completing, and verifying maintenance requests.
- Provide after-hours emergency response and coordinate appropriate protective measures and emergency services.
- Maintain preventive maintenance schedules, equipment histories, warranties, inspection records, and repair-versus-replacement recommendations.
- Manage janitorial services, waste removal, grounds, landscaping, pest management, and other building and site services.
- Coordinate qualified contractors and specialty vendors, verify completed work, and ensure that recurring or failed repairs are investigated and properly resolved.
- Identify capital repair and replacement needs and provide recommendations, cost estimates, and support information for Atlanta Housing's review and approval.
- Coordinate maintenance activities with tenant communications, building access, security, parking, and approved facility uses to minimize disruption.

Security, Safety, and Access Control

The Property Manager shall manage and coordinate the security and safety functions necessary for the operation and protection of the assigned commercial properties.

Responsibilities include security planning, access control, visitor and contractor procedures, key and credential administration, guard or patrol services, alarm and video-surveillance coordination, incident documentation, emergency-response coordination, and protection against unauthorized entry, vandalism, dumping, and preventable loss.

The Firm(s) shall maintain appropriate staffing, procedures, and escalation protocols and shall coordinate with public safety and emergency responders. Regulated security activities shall be performed properly qualified and licensed personnel. The Firm(s) shall also coordinate applicable fire and life-safety inspections, corrective actions, and emergency preparedness requirements.

Vacant Building Preservation and Management

The Property Manager shall provide interim management and preservation services for current and future vacant, partially occupied, mothballed, or redevelopment-stage buildings.

Responsibilities include establishing a condition baseline, inspection schedule, site risk register, preservation plan, and budget; conducting perimeter and opening inspections; coordinating fencing, boarding, lighting, and access controls; monitoring roofs, drainage, utilities, and building conditions; and providing grounds upkeep, debris and dumping removal, pest exclusion, and weather protection.

The Firm(s) shall maintain the vacant building portfolio in a safe, secure, and orderly condition, including:

- Routine grounds maintenance, mowing, vegetation control, and landscaping, with an anticipated frequency of 2–4 maintenance cycles per month.
- Inspection and maintenance of perimeter fencing, gates, access points, and other protective measures.
- Removal of litter, illegal dumping, debris, and other conditions that may create safety, environmental, or neighborhood concerns.
- Maintenance of accurate site inventories, inspection records, work orders, photographs, and corrective-action tracking. and
- Coordination with Atlanta Housing and authorized development, construction, environmental, or other specialists when properties are being prepared for acquisition, disposition, development, rehabilitation, or redevelopment.

The Firm(s) shall promptly report damage, unauthorized activity, unsafe conditions, and other risks. The Firm(s) shall coordinate insurance requirements, code notices, environmental or historic preservation requirements, and

access for authorized consultants, contractors, and redevelopment teams. Utilities and building systems shall be maintained or safely isolated under approved plans.

Demolition, hazardous material remediation, structural engineering, and redevelopment construction shall require separately authorized scopes and appropriately qualified providers.

Parking Management and Operations

The Property Manager shall manage assigned surface lots, garages, reserved parking, employee and tenant parking, visitor parking, and approved public or event parking.

Responsibilities may include staffing, permits, access credentials, signage, parking equipment, customer assistance, validations, occupancy monitoring, revenue collection, deposits, reconciliations, and approved enforcement coordination.

The Firm(s) shall maintain accurate transaction-level records and report utilization, gross receipts, deductions, net remittances, equipment availability, and exceptions. Parking rates, concessions, towing arrangements, and other material operating decisions shall remain subject to required Atlanta Housing approval.

Event Coordination and Facility Use

The Property Manager shall coordinate the operational aspects of approved meetings, community functions, public events, and other authorized uses of Roosevelt Hall and any other designated current or future facilities. Responsibilities may include:

- Scheduling and booking administration and maintenance of an approved event calendar.
- Coordination with Atlanta Housing, event organizers, tenants, and other authorized users
- Room setup and breakdown, furniture and equipment arrangements, and coordination of audiovisual or other facility equipment.
- Custodial services, restroom readiness, waste removal, and post-event cleaning and inspections.
- HVAC scheduling, utilities, lighting, access control, security, and parking coordination.
- Vendor access, deliveries, loading and unloading, and coordination of approved event-related contractors.
- Event-specific staffing, occupancy limits, accessibility, life-safety requirements, emergency access, and protection of the facility, including historic or sensitive areas where applicable.
- Documentation of event-related costs, damages, service requests, and approved charges. and
- Coordination of post-event restoration and follow-up on any maintenance or operational issues.

The Firm(s) shall not authorize events, execute use agreements, establish fees, or commit Atlanta Housing beyond delegated authority. Event production, catering, entertainment, and other specialized services shall be included only when expressly assigned.

Commercial Accounting and Financial Administration

The Property Manager shall provide property-level accounting and financial administration necessary to operate and preserve the assigned commercial properties within the approved Operating Budget and in accordance with Atlanta Housing's Owner's Objectives.

Responsibilities include preparation and administration of operating and preservation budgets, accounts payable and receivable, rent and other revenue collection, deposits, expense reconciliations, cash management, financial reporting, and monitoring of utilities, capital expenditures, and vendor costs.

The Firm(s) shall maintain appropriate internal controls, purchasing and payment controls, supporting documentation, and entity-specific accounting records. The Firm(s) shall provide applicable owner, lender, investor, and audit reporting within the assigned scope.

Procurement / Contract Administration

The Firm(s) shall develop and implement a Sourcing Strategy consistent with sound business practices and applicable Atlanta Housing requirements for procuring goods, maintenance, construction, security, cleaning, parking, and other services necessary to operate and preserve the assigned properties.

The Sourcing Strategy shall be submitted to Atlanta Housing for review and comment within 60 days of execution of the Property Management Agreement and shall include written policies for competitive and inclusive procurement, contract administration, ethics, applicable labor requirements, and opportunities for small, minority, woman-owned, and Section 3 businesses and persons, as applicable.

The Firm(s) shall properly procure and manage contractors necessary to augment its staff and complete the required work. Procurements shall be completed in accordance with the approved Sourcing Strategy.

Asset Preservation, Transition, and Redevelopment Support

The Firm(s) shall provide operating and property management support for acquisitions, dispositions, rehabilitation, adaptive reuse, redevelopment, and management transitions when assigned.

Responsibilities may include operating due diligence, property condition and maintenance reviews, operating budgets, service-contract reviews, utility coordination, preservation planning, transition of keys and records, reconciliation of open work orders, and coordination of property turnover.

The Firm(s) may also provide operating input for future occupancy, lease-up, or redevelopment, including staffing assumptions, maintenance requirements, building-system needs, parking operations, and long-term replacement needs. Development, construction, brokerage, legal, engineering, and other specialized services shall require separate authorization where applicable.

Performance Reporting

The Firm(s) shall provide operating, financial, maintenance, security, parking, vacant-asset, event, and other performance reports required by Atlanta Housing.

Reports shall demonstrate performance against the approved Operating Budget, Owner's Objectives, and property-specific service standards. Reports shall identify significant variances, unresolved maintenance issues, security incidents, vacant-property risks, capital needs, event-related issues, and recommended corrective actions.

For common grounds, land, parking spaces and preservation assignments, reporting shall also include grounds maintenance completion, inspection results, fencing and access-control conditions, stormwater/pond maintenance, camera-system functionality, dumping and debris removal, and outstanding corrective actions.

The Firm(s) shall participate in periodic performance reviews and provide information necessary for Atlanta Housing facility management oversight and asset management functions.

Common Operating Requirements

The following requirements apply to both categories, as appropriate to the assigned properties and services.

Accountability and Staffing: The Firm(s) shall designate an accountable executive, portfolio lead, site

management or service lead, and after-hours escalation contact. The Firm(s) shall provide sufficient staffing qualified personnel, supervision, backup coverage, and subcontractor management to meet the assigned service requirements.

Work-Order Response and Verification: The Firm(s) shall maintain documented procedures for emergencies, urgent, routine, and preventive work. Emergency conditions shall receive live intake, immediate triage, and appropriate protective action. Temporary mitigation shall not be treated as permanent completion. Work orders shall remain open until completed and verified, and overdue, Deferred, repeated, or failed repairs shall be tracked and escalated.

Emergency Preparedness: The Firm(s) shall maintain property-specific emergency plans addressing fire, severe weather, outages, major leaks, security incidents, and other foreseeable disruptions. Plans shall identify emergency vendors, communication procedures, temporary equipment, authorized expenditure limits, and continuity arrangements.

Systems and Records: The Firm(s) shall use Atlanta Housing-designated systems or approved interoperable systems for work orders, accounting, leases, inspections, contracts, and reporting. The Firm(s) shall maintain accurate, accessible records and provide timely data exports and complete records at contract transition or termination.

Compliance and Owner Authority: The Firm(s) shall comply with applicable laws, regulations, property restrictions, and Atlanta Housing policies. Atlanta Housing retains authority over ownership, financing, policy, legal determinations, material commitments, and other decisions beyond delegated management authority.

Mobilization and Transition: Each assignment shall include an appropriate mobilization plan, initial condition and records review, operating and staffing plan, and transition schedule. The Firm(s) shall maintain service continuity and provide complete records, reconciliations, inventories, and knowledge transfer at the conclusion of an assignment.

The selected Firm(s) shall maintain a comprehensive performance management program and provide timely, accurate and complete monthly, quarterly, and annual reporting to Atlanta Housing using mutually developed and Atlanta Housing-approved reporting templates and formats. Atlanta Housing reserves the right to perform quality assurance audits to verify the accuracy, completeness and timeliness of all submitted reports. Standard reporting requirements and communication protocols between Atlanta Housing and the Firm(s) are further outlined in **Exhibit 3**, *Report Process*. At a minimum, the Firm(s) are to report on the following performance categories:

> Financial Reporting: Submit timely monthly budget and financial information to enable Atlanta Housing Finance to upload data into the Atlanta Housing accounting system and calculate subsidy payments. Additional financial reporting shall be submitted quarterly and annually, including budget-to-actual variance analyses, rent collection and delinquency rates, bank statements and reconciliations, vacancy loss metrics, and other financial performance indicators required by Atlanta Housing.
>
> Operational Reporting: Submit quarterly operational and community safety reports and provide ongoing reporting on all aspects of property performance, including Atlanta Housing's MTW Benchmarks, physical and economic occupancy, leasing activity and conversion rates, average days vacant, unit turn times, work order response and completion times, recertification completion rates, waitlist processing metrics, resident satisfaction results, staffing turnover, compliance findings, corrective action status, and other Key Performance Indicators identified by Atlanta Housing.
>
> Resident Services Reporting: Submit quarterly Resident Services reports detailing resident activities, participation levels, referrals, and supportive services provided. Reports shall include the type and number of resident referrals for additional services, including assistance related to health concerns, lease compliance matters, accessibility needs, and other resident challenges.

HUD-50058 Data Reporting: Accurately collect, maintain and timely submit household HUD-50058 data to ensure Atlanta Housing fulfills all HUD compliance requirements and uploads required information into the HUD PIC system.

Accessibility and Compliance Reporting: Staff shall complete all required accessibility and compliance training and accurately prepare and submit monthly accessibility reports in accordance with Atlanta Housing requirements. Reporting shall include UFAS utilization, accessibility compliance metrics, reasonable accommodation requests and processing timelines, and any other accessibility-related data required by Atlanta Housing.

Atlanta Housing reserves the right to establish minimum performance standards and benchmark thresholds for all reporting categories. When performance falls below established standards, the Firm(s) shall develop and implement corrective action plans, including specific improvement measures, timelines, and progress reporting, as directed by Atlanta Housing.

This performance management framework is intended to provide measurable accountability, facilitate continuous improvement, and ensure deficiencies are identified and addressed before they become systemic issues.

Information Technology

The Firm(s) shall partner with Atlanta Housing to ensure compatibility with all electronic data submissions, reports, and system interfaces with Atlanta Housing technology environment. Atlanta Housing utilizes the Yardi Enterprise Resource Planning (ERP) platform and, while Atlanta Housing is not requiring the Firm(s) to utilize Yardi as its primary property management system. The Firm(s) must employ a secure, web-hosted property management platform capable of seamlessly integrating with Atlanta Housing's systems and supporting all required reporting, compliance, operational, and financial functions.

Residential property management respondents should demonstrate experience utilizing Yardi Voyager or comparable Yardi platforms within affordable housing environments. The Firm(s) shall be responsible for providing and maintaining the necessary information technology services and demonstrate proficiency in supporting leasing activities, waitlist management, recertifications, work order tracking, resident communications, financial reporting, compliance reporting, operational performance reporting, HUD-50058 submissions, and other reporting requirements established by Atlanta Housing.

Currently, Atlanta Housing manages contracts for, or directly provides, various technology hardware and support services at the Communities, including copiers with document imaging capability, office computers, resident computer labs and Internet cafés, wired and wireless internet connectivity, office telephone systems, security and information channels, gate and building access communications, HVAC control connections, and Resident Association office phone services.

Atlanta Housing anticipates continuing these services throughout the term of the Property Management and Pre-development Agreement. However, the Firm(s) must possess the operational and technical capacity to procure, manage, contract for, and support these services if Atlanta Housing elects to transfer responsibility for any or all such services during the contract term. Prior to Closing, Atlanta Housing and the selected Firm(s) will negotiate and establish the long-term strategy for providing information technology services following the transfer of ownership to the Owner Entity.

Quality Control

The Firm(s) shall maintain a robust corporate-level quality control and performance management program designed to ensure exceptional service delivery, operational excellence, and a consistently high level of customer service throughout all Communities.

The comprehensive quality assurance program shall provide ongoing oversight of property management, maintenance, resident services, compliance, financial operations and include performance monitoring, key performance indicators, staff evaluations, corrective action plans, succession planning, onboarding, professional development, and ongoing training to ensure compliance with applicable regulations and industry best practices.

In addition, the Firm(s) shall maintain a formal quality control plan that includes routine reviews of operation, compliance, financial, maintenance, resident service, and reporting activities. The plan shall emphasize accuracy, timeliness, accountability, and continuous improvement while proactively identifying and addressing risks, deficiencies, and operational challenges before they adversely affect residents, property performance, or compliance outcomes.

Lastly, the Firm(s) shall maintain a resident feedback and complaint resolution process to ensure concerns are documented, investigated, and resolved in a timely and professional manner. Resident feedback, complaint trends, audit findings, and recommendations from Atlanta Housing shall be regularly reviewed and incorporated into operational planning, staff development, and service delivery improvements.

The Firm(s) shall demonstrate ongoing commitment to continuous improvement through timely adjustments to policies, procedures, and operations that enhance performance, resident satisfaction, compliance, and overall management effectiveness.

Atlanta Housing Oversight and Feedback

Atlanta Housing will provide oversight and feedback to the Firm(s) sufficient to ensure compliance with Atlanta Housing's intent and the applicable guidance and regulations. The primary means for discussing strategic feedback with the Firm(s) is through Management Review meetings. These interactive discussions will focus on opportunities for performance improvement, ways to increase efficiency, and ways to resolve challenges. The following will provide input to discussions:

- Summary reports and analysis of management performance at each property
- The Atlanta Housing Quality Assurance Audit results
- Resident feedback and satisfaction survey results
- Firm(s) identification of areas where they need clarification, guidance, or additional support.
- Updates on the status of the development planning for the Communities
- Monthly Accessibility Reporting, control and follow up of the process and timely accurate reporting of same

Atlanta Housing will evaluate performance of the Firm(s) through an Annual Assessment based on information provided through the reports sent to Atlanta Housing, information gathered through the Quality Assurance Program, and resident satisfaction surveys. To develop meaningful and timely feedback, Atlanta Housing will focus on the following four areas of measurement:

Reporting: Atlanta Housing will provide feedback and direction as appropriate based on the quarterly financial, operational, and resident services reports from the Firm(s) and analyses as discussed above.

Quality Assurance Program: Inspections and audits are essential to Atlanta Housing for determining the condition of the communities and accurately assessing Firm performance. Atlanta Housing will conduct at least seven inspections/audits at each property each year, and at least one audit of operations and MTW Benchmark documentation to review accuracy of the self-reporting. Atlanta Housing will audit procurement and contracting at the corporate level of the Firm(s), including the conduct of a Labor Reporting Audit at least twice each year. Atlanta Housing staff may also visit the Communities randomly throughout the year and prepare a Field Observation Report that identifies any concerns observed at a property. A list of inspections/audits is included in **Exhibit 4**, *Atlanta Housing Quality Assurance Program*.

Resident Meetings: These meetings are indispensable for assessing the residents' perception of their quality of life, including property announcements, upcoming events, and construction projects at the property. The Firm(s) must hold routine meetings with the residents. The Firm(s) will coordinate such meetings to allow attendance by Atlanta Housing. The Firm(s) must also provide time for the residents to comment on their issues and concerns about the property, staff, or customer service.

Atlanta Housing will also schedule "Chat and Chews" at the properties with senior Atlanta Housing staff to receive feedback from the residents concerning the performance of the Firm(s).

Resident Survey: Atlanta Housing will facilitate an annual resident survey to collect feedback addressing the resident's perceived quality of life and their perception of all areas of responsibility of the Firm(s) at each property. The survey results will be incorporated into feedback to the Firm(s) and be reported to HUD in Atlanta Housing's MTW Annual Report. Atlanta Housing requires property staff to provide activities and events to encourage and drive resident participation.

Atlanta Housing reserves the right to require corrective action plans, suspend assignments, reduce assignments, or terminate agreements for continuous and persistent performance deficiencies.

Resident Services

The Property Manager shall implement a resident-focused delivery model that promotes housing stability, individual well-being, and opportunities for self-sufficiency. Through collaboration with Atlanta Housing, community partners, and service providers, the Property Manager shall support programs and initiatives designed to meet the diverse needs of residents while fostering healthy, engaged, and thriving communities. Resident services shall include, but not be limited to, the following:

- Provide targeted services and activities for a resident population with a broad spectrum of challenges, including services that support active aging, support people with mental disabilities, help children succeed, and enable adults to find employment.
- Work with service providers, including Atlanta Housing's Service Provider Network, to provide on-site and off-site human development and supportive services that promote the Seven Dimensions of Whole Person Wellness (physical, social, emotional, spiritual, professional/vocational, cognitive/intellectual, and environmental). (See **Exhibit 5**, *Resident Services Activities: 7 Dimensions* Model.
- Promote an environment in which seniors and people with disabilities can focus on improving their health and maximizing their self-sufficiency.
- Actively engage and support Atlanta Housing sponsored or provided resident services programs and special projects.

Construction Management – Capital Improvements

The Property Manager shall provide comprehensive capital improvement planning and construction management services to ensure the long-term preservation, safety, and operational efficiency of the Properties. All capital projects shall be managed in accordance with Atlanta Housing standards, applicable regulations, and industry best practices to support the effective stewardship of public assets. Responsibilities shall include, but not be limited to, the following:

- Provide full-service construction management for capital improvements, including completing public procurements and managing design and construction/renovation contracts to Atlanta Housing standards.
- Complete a 5-year and annual green physical needs assessment ("**GPNA**") to assess the condition of the building and building systems. A full GPNA is required every five years and that PNA must be completed using the HUD PNA tool and in accordance with the HUD guidance for the

Physical Needs Assessment of Public Housing. Information on the HUD PNA and the HUD PNA tool can be found on the HUD website at the following URL:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/c apfund/physicalassessment

The first full GPNA to be completed in accordance with the HUD guidance must be complete by December 31, 2028. PNAs completed during the interim four years should be completed using the 5-year GPNA as a base, updating the information based on work completed and recent needs identified at the property.

- Develop a prioritized list of projects based on funding availability and the established budget.
- Maintain a comprehensive contract administration system; report project progress through a master construction schedule that includes the scope of work development, public procurement, construction schedule, and close-out.
- Procure design and construction contractors in accordance with the Sourcing Strategy.
- Complete all approved projects in a timely manner while ensuring expenditures (costs and fees) are within budget.
- Perform the construction management responsibilities as identified in **Exhibit 6**, *Construction Management Responsibilities*.
- Submit key documents at critical milestones during the life cycle of each Capital Improvement Project and receive authorization from Atlanta Housing before moving forward with the next phase of the project.
- Ensure compliance and maintain accurate paperwork in support of labor requirements, including Section 3, MBE/WBE, Davis-Bacon, E-Verify, and Buy American requirements.

1.3 Pre-Proposal Conference

Atlanta Housing will conduct a virtual Pre-Proposal Conference via Zoom on Thursday, October 22, 2026 at 2:30 P.M. While this meeting is not mandatory, Atlanta Housing 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 Atlanta Housing 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.

1.4 Contract Term (Initial and Option Years)

The initial term of the contract shall be for a term not to exceed one (1) year. Atlanta Housing may renew the contract for four (4) one-year option terms at the sole discretion of Atlanta Housing. 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, Atlanta Housing may, with the written consent of the awarded contractor, extend the contract for such period of time as may be necessary to permit Atlanta Housing'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.

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2.0 Schedule of Events

EVENTS	DATE
RFQL Release Date	**Tuesday, October 13, 2026**
Pre-Proposal Conference Date and Time (*Virtual Zoom Meeting Details)	**Thursday, October 29, 2026 at 2:00 P.M., ET** Suppliers are required to register in advance for this meeting: https://atlantahousing.zoom.us/meeting/register/nth1WsrbRCews1pZClL3_A After registering, you will receive a confirmation email containing information about joining the meeting.
Questions from Interested Firms Due	**Thursday, November 5, 2026, by 2:00 P.M. ET**
Atlanta Housing Issues Responses to Questions	**Friday, November 13, 2026, by 2:00 P.M. ET**
Proposal Submissions Due to Atlanta Housing	**Tuesday, November 24, 2026, by 2:00 P.M. ET**
Evaluation Period	**November 30 – December 11, 2026**
Board Award (TBD)	

**Board award date depends on number of responses received, the length of the review period and interview process, if applicable.*

2.1 Communications

To maintain a fair and impartial competitive process, Atlanta Housing and any outside consultants assisting Atlanta Housing 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 Atlanta Housing staff and/or outside consultants assisting Atlanta Housing 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. Atlanta Housing reserves the right to reject the quote of any Respondent violating this provision.

A. Questions must be submitted via the Q&A Board on Atlanta Housing's Business Management Portal. **Atlanta Housing will receive requests for additional information and/or clarification relative to this solicitation between Tuesday, October 13, 2026, through Thursday, November 5, 2026, 2:00 P.M. ET.**

B. Responses to these questions will be addressed in writing via Atlanta Housing's electronic procurement system. Atlanta Housing **will not** respond to requests for information after the date stated above. **It is the responsibility of the Respondent to monitor Atlanta Housing's website for any addenda issued.** All

Respondents are encouraged to frequently check Atlanta Housing's website/portal for additional information.

All requests for information or clarification pertaining to this solicitation must be addressed in writing to both the Team Lead and Analyst assigned to this solicitation. **Below are the only points of contact for this solicitation**:

RFQL Points of Contact	
Sopheria Lambert, Team Lead The Housing Authority of the City of Atlanta, Georgia Contracts & Procurement Department 230 John Wesley Dobbs Avenue, NE 5th Floor Atlanta, Georgia 30303-2421 Sopheria.lambert@atlantahousingousing.org	LaTasha Cole, 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 Latasha.Cole@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, Atlanta Housing 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 Atlanta Housing and other jobs (including contacting previous clients of the contractor), and financial and technical resources. Atlanta Housing 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 Atlanta Housing 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 Atlanta Housing, whether civil or criminal (including any appeal or review of any of the foregoing) or (iii) in Atlanta Housing'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 Atlanta Housing, whether civil or criminal (including any appeal or review of any of the foregoing) or other dispute against Atlanta Housing. 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 Atlanta Housing's best interests.

3.1 Submittals

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

A. Letter of Interest outlining the project lead and point of contact for this solicitation (upload on the Prerequisites Page in Jaggaer)

B. Responses to all Evaluation Factors (below) (upload response to each of the questions on the Questions page in Jaggaer; the entire response can be uploaded to the Supplier Attachments page)

C. Management Fees – Submit a proposed fully loaded monthly fee. Respondents must roll-up their proposed fees by estimating a level-of-effort in terms of number of hours per month times the monthly rate(s) of personnel. These estimates will be used to evaluate the assumptions for the proposed monthly fee but the proposed contract may be a fixed monthly lump sum amount. This includes Construction Management Fees as well as described below. (response must be uploaded in response to Evaluation Question D)

3.2 Evaluation Process, Scoring Methodology, Evaluation Factors, and Award

Evaluation Process

Atlanta Housing will use a two-stage evaluation process. Stage 1 is a responsiveness and responsibility review. Stage 2 is a scored evaluation. Only submissions satisfying the mandatory requirements in Stage 1 will advance to scoring. This approach separates mandatory eligibility documents from the comparative evaluation of technical merit and overall value.

Stage 1 - Responsiveness and Responsibility Review (Pass/Fail)

Timely submission through Jaggaer and completion of all required proposal sections. Vendor registration, E Verify affidavit, debarment certification, conflict-of-interest disclosures, required Section 3/MWBE forms, and all other RFQL prerequisites.

Evidence of required licenses and the ability to obtain and maintain required insurance before contract execution. Acceptance of mandatory contract terms, subject only to exceptions expressly permitted by the RFQL.

Responsibility review addressing integrity, eligibility, financial capacity, and technical capacity. A submission that fails a mandatory requirement may be deemed non-responsive or the Respondent may be deemed not responsible, consistent with this RFQL. Clarification may not be used to cure a material omission or alter the substance of a proposal.

Stage 2 - Scored Evaluation (100 Points)

Evaluators will score each factor independently based on the evidence provided. Residential-only respondents will be evaluated on residential requirements, commercial-only Respondents on commercial requirements, and Respondents seeking both categories on both sets of requirements. A Respondent will not be penalized for requirements expressly inapplicable to the category for which it seeks qualification.

Factor	Evaluation Focus	Points
A	Project Team, Organizational Capacity, and Relevant Experience	20
B	Category-Specific Property Management Approach and Experience	30
C	Operations, Compliance, Resident/Tenant Service, Security, Quality Control, and Performance Reporting	20
D	Mobilization, Systems, Data Integration, and Transition Approach	10
E	Capital Improvements, Construction Management, and Procurement Administration	15
G	Section 3 and Inclusive Contracting Approach	5

Total Maximum Score: 100 Points

Standard Scoring Scale

Rating	Range	Definition
Excellent	90-100%	Comprehensive, specific, highly relevant, low-risk, and supported by strong evidence.
Good	75-89%	Meets requirements with relevant evidence and only minor weaknesses or gaps.
Adequate	60-74%	Meets requirements, contains notable weaknesses, limited detail, or moderate implementation risk.
Marginal	1-59%	Partially addresses requirements; significant weaknesses, unclear

		commitments, or substantial risk remain.
Unacceptable	0%	Materially nonresponsive, or provides no supportable evidence

Consensus, Competitive Range, and Interviews

Following independent scoring, the Evaluation Committee may discuss material strengths, weaknesses, risks, and scoring differences and establish a consensus score consistent with Atlanta Housing procedures. Atlanta Housing may establish a competitive range and may invite Respondents within that range to interviews, presentations, demonstrations, reference checks, site visits, or clarifications. Any score adjustment must be documented and tied to information obtained through the authorized evaluation process. Interviews or presentations will not create a separate point category unless an addendum establishes the applicable points and criteria before proposals are due.

Atlanta Housing may negotiate scope, fees, schedule, staffing, and other terms with Respondents in the competitive range and may request best and final offers. Awards will be given to the responsible Respondents offering the best overall value. Qualification for the bench does not guarantee an assignment, minimum volume of work, exclusivity, or compensation.

Evaluation Factor A: Project Team, Organizational Capacity, and Relevant Experience (20 Points)

Identify key personnel, roles, licenses, certifications, staffing depth, supervision, backup coverage, after-hours escalation, and subcontractor management. **Provide at least five comparable references** for the last three years, including scope, property type, size, service period, client contact information, and measurable results.

Evaluation Factor B: Category-Specific Property Management Approach and Experience (30 Points)

Describe the proposed operating model for each category sought, including staffing, collaboration, owner coordination, maintenance, financial administration, security, customer service, and accountability.

Residential responses should address affordable housing operations, occupancy, leasing, recertification, HUD and MTW compliance, reasonable accommodations, resident services, and resident communications.

Commercial responses should address occupied and vacant buildings, building engineering, tenant and occupant services, access control, parking, events, vacant-asset preservation, and transition or redevelopment support. Respondents seeking both categories must clearly separate and substantiate their experience and approach for each category.

Evaluation Factor C: Operations, Compliance, Resident/Tenant Service, Security, Quality Control, and Performance Reporting (20 Points)

Describe quality control, audits, inspections, key performance indicators, corrective action, escalation, emergency response, training, complaint resolution, and continuous improvement.

Provide sample reports and explain reporting for the financial, operational, maintenance, occupancy, compliance, resident-service, parking, vacant asset, event, security, and corrective-action requirements applicable to the proposed category.

Evaluation Factor D: Mobilization, Systems, Data Integration, and Transition Approach (10 Points)

Provide a mobilization and transition plan addressing staffing, records, contracts, vendors, keys and credentials, open work orders, communications, system setup, initial condition assessment, milestones, risks, and service continuity.

Describe property management, work-order, accounting, inspection, document, and reporting systems and secure data exchange with Atlanta Housing-designated systems, including Yardi or approved interoperable solutions.

Evaluation Factor E: Capital Improvements, Construction Management, and Procurement Administration (15 Points)

Describe capital planning, occupied rehabilitation, major system replacement, contractor oversight, schedule and budget control, closeout, physical needs assessments, cost estimating, and repair-versus-replacement recommendations.

Describe the Sourcing Strategy, competitive and inclusive procurement, contract administration, Davis-Bacon and E-Verify compliance, MBE/WBE and Section 3 participation, scope development, and tracking tools.

Evaluation Factor G: Section 3 and Inclusive Contracting Approach (5 Points)

Describe implementation, responsible personnel, outreach, recruitment, training, employment, subcontracting, flow-down requirements, labor-hour tracking, monitoring, reporting, and corrective action.

Required forms remain mandatory Stage 1 documents. Points are based on the quality, feasibility, measurability, and enforceability of the proposed approach, not merely submission of required forms.

Evaluation Documentation

The evaluation record should include individual score sheets, written strengths and weaknesses, conflict-of-interest and confidentiality acknowledgments, reference-check documentation, consensus records, and the basis for any score adjustment. Evaluators should score only information submitted or obtained through an authorized part of the evaluation process and should apply the same standards to all Respondents.

Responsibility Determination

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

Financial Capacity Determination

Atlanta Housing shall assess the Respondent's financial capacity, that is, whether in the sole opinion of Atlanta Housing, the Respondent can undertake and complete the RFQL scope of work delineated within this RFQL in a satisfactory manner. Atlanta Housing will award a contract only to the responsible Respondent who, in Atlanta Housing's sole opinion, has the financial ability to successfully perform under the terms of this RFQL. Atlanta Housing's determination will include an assessment of the Respondent's financial resources/ability to perform the scope of work in accordance with the RFQL requirements.

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

Technical Capacity Determination

Atlanta Housing will conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFQL, which may include services/projects not identified by the Respondent. Atlanta Housing 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. Atlanta Housing will make a finding of the Respondent's Technical Resources/Ability to perform the RFQL scope of work based upon the results of the survey.

A Respondent will be determined responsible if Atlanta Housing determines the results of the Technical Resources/Ability Survey reflect that the Respondent can undertake and complete the RFQL scope of work in a satisfactory manner.

Atlanta Housing reserves the right to award the contract to one Respondent, to make multiple awards, and to award without discussions. Atlanta Housing may reject any or all offers, if such action is in Atlanta Housing'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. Atlanta Housing 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, Atlanta Housing 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 Atlanta Housing expects to award because 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 Atlanta Housing, 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 Atlanta Housing 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. ATLANTA HOUSING 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 ATLANTA HOUSING 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 ATLANTA HOUSING) AFTER NOTIFICATION OF POTENTIAL AWARD. FAILURE TO RESOLVE CONTRACTUAL DIFFERENCES WILL LEAD TO REJECTION OF THE RESPONDENT'S PROPOSAL.

ATLANTA HOUSING 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 ATLANTA HOUSING).

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.

Atlanta Housing 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 Atlanta Housing 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.

Atlanta Housing 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 requested by Atlanta Housing. 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 are required to submit to complete and submit the Certification Regarding Debarment located on the Prerequisites page for this solicitation.

4.4 Respondents' Status

Respondents and its agents will be held to be independent contractors and will not be an employee of Atlanta Housing.

4.5 Funding Limitations

Any and all obligations of Atlanta Housing are contingent upon the availability, advisability, and sufficiency of funding as determined at the discretion of Atlanta Housing 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 Atlanta Housing.

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 Atlanta Housing in writing specifying the regulation which requires an alteration.

Atlanta Housing reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to Atlanta Housing.

4.7 Indemnification

Respondent agrees to indemnify Atlanta Housing, 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 Atlanta Housing.

Atlanta Housing 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) **Atlanta Housing is legally obligated, as applicable, to require these provisions in its contract.**

The awarded contractors 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 Atlanta Housing. 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 Atlanta Housing 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 contractors 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 contractors 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) Atlanta Housing may terminate the awarded contract, in whole or in part, for Atlanta Housing'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 Atlanta Housing 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 Atlanta Housing the resulting contractor must: (i) immediately discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver to Atlanta Housing 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 Atlanta Housing, then Atlanta Housing 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 Atlanta Housing has against the resulting contractor under the awarded contract.

d) If the termination is due to breach by resulting contractor, Atlanta Housing may (i) require the resulting contractor to deliver to it, in the manner and to the extent directed by Atlanta Housing, 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 Atlanta Housing; 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 Atlanta Housing 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 Atlanta Housing or another contractor. The resulting contractor agrees to provide full disclosure to Atlanta Housing and the third-party contractor about the equipment, software, or services required to perform the Services for Atlanta Housing.

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 Atlanta Housing. Atlanta Housing shall, with reasonable promptness, but in no more than 30 calendar days, render a decision concerning any claim under the contract awarded. Unless the resulting contractor, within 20 calendar days after receipt of Atlanta Housing's decision, shall notify Atlanta Housing 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 Atlanta Housing concerning any claim under the contract awarded.

c) If the awarded contractor does not agree with the decision of Atlanta Housing, 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. Atlanta Housing, 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 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 Atlanta Housing.

4.13 Intellectual Property

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

4.14 Confidential Information

Atlanta Housing may provide the awarded contractor with information owned by or relating to Atlanta Housing 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 Atlanta Housing ("Confidential Information"). The awarded contractor agrees to only use Atlanta Housing'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 Atlanta Housing's Confidential Information without Atlanta Housing'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 hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance. All Confidential Information is and shall remain Atlanta Housing's property and the awarded contractor shall return such Confidential Information, and all embodiments thereof, to Atlanta Housing upon expiration or termination of the contract or upon the earlier request of Atlanta Housing. The awarded contractor agrees that all of its employees and subcontractors will, upon Atlanta Housing's request, sign a confidentiality statement, in a form approved by Atlanta Housing 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 Atlanta Housing); (c) information which the awarded contractor developed independently from any

relationship with Atlanta Housing; 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

Atlanta Housing is contractually obligated to ensure compliance with this provision. The awarded contractor agrees to notify Atlanta Housing 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 Atlanta Housing's Board of Commissioners or an *immediate family member of an officer of Atlanta Housing'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, Atlanta Housing, or a business entity.

b) Any Atlanta Housing employee who formulates policy or who influences decisions with respect to Atlanta Housing'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 Atlanta Housing'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 Atlanta Housing 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 Atlanta Housing, 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 Atlanta Housing'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 Atlanta Housing 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 Atlanta Housing.
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 Atlanta Housing. In the event the awarded contractor subcontracts the performance of any of the Services to a third party approved by Atlanta Housing in accordance with this section, the awarded contractor and each subcontractor shall enter into a subcontracting agreement in such form as approved by Atlanta Housing 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, Atlanta Housing reserves the right to refuse approval of any assignment. During the resulting contract term, the awarded contractor is obligated to notify Atlanta Housing if the name or corporate structure changes, including any merger, acquisition, sale, restructuring or other transactions that render the legal entity name or federal employer identification number different. The contractor agrees to provide sufficient documentation to Atlanta Housing to document such changes in the legal entity name or federal employer identification number.

4.18 Non-Exclusive Rights

The resulting contract is not exclusive. Atlanta Housing reserves the right to select other contractors to provide services similar to the Services described during the contract period.

4.19 Contract Modification

Atlanta Housing 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 Atlanta Housing'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 into discussions with Atlanta Housing to resolve any contractual differences before an award is made. These discussions will be finalized and all exceptions resolved within the timeframe specified by Atlanta Housing after notification of potential award. Failure to resolve contractual differences, including failure to return signed documents within time frames specified by Atlanta Housing, will lead to rejection of the Service Provider's proposal.