

**REQUEST FOR QUALIFICATIONS (RFQ) 2018-01
Fee Developer**

DATE ISSUED: February 11th, 2018

TYPE OF PROJECT: The Anniston Housing Authority (AHA) is seeking proposals from qualified individual(s)/firm(s) a qualified “Fee Developer” to assist with the replacement of at least 102 units.

CONTACT PERSON: Terri Lloyd Planning & Development Officer
tlloyd@annistonhousing.org

SUBMISSION DEADLINE: Wednesday April 11th, 2018 @ 2:00 p.m. (CST)

Single copies of the RFQ package may be obtained, at no cost by:

1. Visiting the AHA’s website at: www.annistonhousing.org
2. Requesting via email to tlloyd@annistonhousing.org
3. Copies may also be picked up in person at:

SUBMISSION ADDRESS:

Administrative Office
Anniston Housing Authority
500 Glen Addie Avenue
Anniston, AL 36201

The responsibility for submitting a response to this RFQ at the Anniston Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the respondent. The Housing Authority is not liable for any costs incurred by the offeror prior to issuance of a contract. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

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INTRODUCTION

The Anniston Housing Authority (AHA) is a public housing agency created by a resolution of the City of Anniston in 1937. AHA is a unit of government and its functions are essential governmental functions. The property of AHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

AHA enters into and executes contracts and other instruments that are necessary to fulfill its public purpose of providing affordable housing, programs and services to citizens of Anniston. AHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Housing Choice Voucher Program, formerly known as the Section 8 Program. AHA programs are federally funded along with development and modernization grants and rental income. Its primary activity is the ownership and management of public housing units. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD. AHA also provides supportive services such as the Family Self-Sufficiency (FSS) and the Section 3 program through its Resident Services Department.

SUMMARY OF OBJECTIVES

In 2015, AHA received HUD approval for the demolition of Cooper Homes a public housing property. As a result, the AHA plans to redevelop this property with Townhomes, Home Ownership programs along with the Low Income Housing Tax Credit (LIHTC) program.

The intention of this Request for Qualifications (RFQ) is to procure a qualified “Fee Developer” (herein after, Developer) to assist with the replacement of at least 102 affordable housing units to serve a broad range of income families to include the elderly and disabled. The Developer will assist AHA in the acquisition/ rehabilitation of additional units or the acquisition of land and development of new rental units or homeownership units in the West Anniston Master Plan area. AHA intends to leverage current funding with additional resources and mixed-financing options. Mixed Financed options may include the Low Income Housing Tax Credit Program (LIHTC), the Rental Assistance Demonstration program (RAD) and other federal, state, local and private financing options that may be available.

The City of Anniston has adopted the motto - One City One Vision. The vision of this project is to transform West Anniston to create a vibrant residential community no longer isolated as the “poor side of town”, but connected to the resurgence that is occurring throughout Anniston. The overall vision is to provide safe and affordable housing with quality of life amenities that make West Anniston an attractive neighborhood to live and work.

The City of Anniston, Anniston Housing Authority (AHA) and Anniston City Schools (ACS) executed the West Anniston Master Plan document in April 2014. Since that time, parties have worked to develop a Cooperative Agreement which establishes the commitments for each agency that were detailed in the West Anniston Master Plan. In the Cooperative Agreement, each agency has specific areas of commitment that will impact the West Anniston community.

In addition, AHA has secured commitments from Solutia, Community Foundation of Northeast Alabama, East Alabama Regional Planning and Development Commission, Satcher Health Leadership Institute, Regional Medical Center, McClellan Development Authority, Habitat for Humanity of Calhoun County, BB&T Bank, Boys and Girls Club, and AHA Executive Resident Council. We expect that these commitments as well as others will allow for a true transformation in West Anniston.

Any property acquired will be the property of AHA placed under a HUD Declaration of Trust and made available for long-term lease. AHA prefers all 102 replacement units be affordable rental or for sale units managed by AHA with oversight from the Developer.

RFQ INFORMATION AT A GLANCE

Question & Answer Deadline	March 15th, 2018, 2:00P.M. C.S.T.
Proposal Submission Information	Please refer to Section 3.0
Proposal Submission Deadline	April 11th, 2018 2:00P.M. C.S.T.
Anticipated Approval of Award by AHA Board	June 29th, 2018

1.0 AHA’S RESERVATION OF RIGHTS

- 1.1 Right to Reject, Waive, or Terminate the RFQ. AHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFQ process at any time, if deemed by AHA to be in its best interests.**
- 1.2 Right to Not Award. AHA reserves the right not to award a contract pursuant to this RFQ.**

- 1.3 **Right to Terminate.** AHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** AHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.5 **Right to Retain Proposals.** AHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of AHA.
- 1.6 **Right to Negotiate.** AHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject Any Proposal.** AHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** AHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.9 **Right to Prohibit.** AHA shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.0 SCOPE OF WORK

2.1 **General Requirements.** Prospective proposers shall examine the proposed Program parameters outlined herein and respond with proposals that are responsive to the market, the environment and AHA's goal of reducing our dependency upon HUD subsidy. Services may include but are not limited to:

Development Services

- Property Acquisition Strategies
- Land Acquisition Strategies
- Financing Strategy (including options and requirements)
- Planning and Design
- Site Master Planning
- Architectural Review
- Mixed-Income Housing Development
- Mixed-Income Housing Financing options
- Low-Income Housing Tax Credit Preparation
- Master Site Plan

- Obtain all permits, approvals and environmental clearances
- Participation in Community Meetings
- Participation in Jurisdictional Meetings
- Relocation Assistance
- Architecture and Engineering
- Arrange financing and provide all required guarantees
- Site Preparation
- Infrastructure
- Construction

2.2 Roles and Responsibilities of the Developer. The Developer will work closely with AHA staff, AHA's consultants, and the City of Anniston and its consultants to develop a Plan for the replacement of at least 102 units. The Developer will be responsible for ensuring that the final Plan is approved, financed, and implemented. In general, the goal of the Plan should be to ensure that all replacement units are produced in a manner that renders the units indistinguishable from those targeted to other income groups.

2.3 Roles and Responsibilities of AHA. In general, AHA will take responsibility for all required communications with HUD and the preparation and submission of program documents. However, to the extent that those documents reflect matters within the particular knowledge of the selected Developer, or set forth development plans and the like, AHA will expect the selected Developer to prepare drafts for AHA's approval.

2.4 Socioeconomic Participation. It is anticipated that many opportunities will be available for the involvement of minority, women (M/WBE) and Section 3-owned businesses. AHA has a strong and enduring commitment to such involvement and believes that Anniston hosts strongly qualified entities in all those categories. The selected Developer is expected to ensure significant participation by M/WBE and Section 3 firms throughout the process.

3.0 PROPOSAL FORMAT

3.1 Tabbed Proposal Submittal. All proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted as follows. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below - **THERE SHOULD BE A TOTAL OF 9 TABS.** None of the proposed services may conflict with any requirement AHA has published herein or has issued by addendum.

TAB Number	Description

1.0		Form of Proposal. This Form is attached hereto as Attachment A to this RFQ document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
2.0		Proposed Services. As outlined in Section 2.0 herein, <i>Scope of Work</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
	.1	2 Evidence of the proposers experience to develop successful mixed-financed communities, rehabilitate/ modernize existing properties, and develop and manage property.
		Successful experience in the holistic planning and development of mixed-finance housing communities of varying sizes and complexities, preferably including public housing units.
		Ability to obtain, structure and implement layered financing for such developments or rehabilitation projects, including 9% tax credits and other sources of financing.
	.2	2 Demonstrated experience in creating a social, physical and economic environment that promotes a healthy quality of life for residents.
		The Developer's vision is creative, green and innovative and meets the needs of the housing market and the West Anniston community.
		The proposer's familiarity with Public Housing Requirements and the degree to which one or more members of the development team demonstrate familiarity with rules and requirements applicable to mixed-finance development and public housing operations.
		Demonstrated successful past performance in providing similar services for other governmental agencies, in particular, other public housing agencies.
	.3	2 Cohesion of the development team, as demonstrated by previous experience working together, and coherence of their technical response.
		The degree to which the Developer demonstrates successful experience with ownership and property management of mixed-finance, mixed-tenure, and mixed-use rental developments, either directly or through supervision of property management.
	.4	2 The financial capacity (as developer and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Developer's discussion of how it intends to honor all guarantees should the need arise.
		The degree to which the Developer demonstrates an effective use of public resources and demonstrates creativity in its leverage of other resources, both capital and in-kind, so as to minimize the net use of AHA and other public funds, and offers AHA a return on its investment. (Include a sample Pro Forma)
3.0		Team Description. Provide general information on the Developer and the development team, including the following:
		Contact person, title, telephone and e-mail address;
		Name of Developer, main address, telephone numbers and e-mail

		address;
		Address, phone numbers of office from which services will be provided, if different from above;
		Description of the firm size, number of employees, and a description of type, location, scheduled completion and dollar value of the developments in the pipeline;
		Proposed role of Developer within development team;
		Clearly identify the individual who will serve as project manager for the development team and who will direct and coordinate the development effort through completion.
		Describe the project manager's prior experience with developments of similar scope and size.
		An organization chart of the development team. All entities that comprise the team must be identified including consultants, contractors, architects, property managers, and attorneys, indicating their specialization(s), and specific contribution(s) to the team. Please provide a description of the development team's prior experience working together. In addition, provide examples of the team's prior experience with developments of similar scope and size, as well as experience in Alabama (if any);
		A narrative description of the team's previous experience in integrating Section 3 goals into the overall development of similar developments;
		A statement as to whether or not the Developer or any proposed team member has ever been terminated from a contract, and if so, describe the specific circumstances and outcomes.
		A statement as to whether or not the Developer or any proposed team member has ever sued or been sued by a housing authority, and if so, describe the specific circumstances and the outcomes.
		If appropriate, how staff are retained, screened, trained and monitored.
4.0		Profile of the Developer. Provide an overview of the Developer's experience in the planning, construction and management of developments. Include the following information for the last 10 years. Developments must be listed in chronological order:
		List all affordable and mixed-income rental housing developments (preferably involving public housing units) successfully completed within the past 5 years, identifying the states where they are located, sources of financing including the size of the tax credit allocations and tax-exempt bond allocations received, who the investor was and how much the investor paid for the tax credits (expressed in cents per tax credit dollar). Specify the number of units, the unit size, the income groups served and the cost of each development. Provide evidence of timely implementation demonstrating that developments were on schedule and within budget.
		Indicate the developments which employed alternative construction techniques, such as deconstruction, prefabricated buildings, etc. Indicate developments employing sustainable development

		techniques.
		Demonstrate experience with property management (either directly or through supervision of property management provided by a third party). Include information about income groups served, current occupancy levels, and operating deficit history.
		Provide profiles of key staff, including the Project Manager, who will be involved in the development effort. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and redevelopment.
		Attach three concurrent years of audited or Certified Public Accountant prepared financial statements from each member of the Developer's team who will be providing any guarantees in connection with the development and operation of the development. The financial statements must include the most current year for which audited or CPA prepared financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked "confidential." Additionally, submit one bank reference for the Developer.
		Provide a statement stating how the Developer will honor all financial guarantees, should the need arise.
		In addition to the bank references, three references must be submitted for the Developer. References that are relevant to the scope of work as anticipated in this RFQ including one from a public sector entity and four from among the following entities are required: (1) Construction and permanent lenders; (2) LIHTC limited partner investor; (3) General contractor on a comparable development; (4) A public housing authority that has worked with the Developer on a specific development.
5.0		Managerial Capacity/Financial Viability. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
		Client Information. The proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
		The client's name;
		The client's contact name;
		The client's telephone number;
		A brief description and scope of the service(s) and the dates the services were provided;
6.0		Equal Employment Opportunity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.

7.0		Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
8.0		Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist AHA in its evaluation.
		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that AHA can, if needed, remove the binding (i.e. "comb-type"; etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then return the proposal submittal to its original condition.
9.0		Required HUD Forms.
	.1	9 Form HUD-5369-C, <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	.2	9 E-Verify Form. This Form is attached hereto as Attachment C to this RFQ document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	.3	9 Section 3 Clause. This Form is attached hereto as Attachment D to this RFQ document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	.4	9 AHA Certification of Non-Discrimination. This Form is attached hereto as Attachment E to this RFQ document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	.5	9 Non-Collusive Affidavit. This Form is attached hereto as Attachment F to this RFQ document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	.6	9 Beason-Hammond Affidavit. This Form is attached hereto as Attachment G to this RFQ document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

3.2 Fees. No fees (Developer's Fees or otherwise) shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process.

3.3 Proposal Submission. All proposals must be submitted and received by the

AHA Procurement Department no later than the deadline stated herein. A total of one original document with original signatures (marked "ORIGINAL") and four exact copies (of which must have cover and tabs), shall be placed unfolded in a sealed package and addressed to:

ATTN: Mr. Willie B. McMahand, Jr.
Executive Director
Anniston Housing Authority
PO Box 2225
500 Glen Addie Avenue
Anniston, Alabama 36202

The package exterior must clearly denote the RFQ Name and must have the proposer's name and return address. Proposals submitted after the published deadline will not be accepted.

3.3.1 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to AHA by the proposer, such may invalidate that proposal. If after accepting such a proposal, AHA decides that any such entry has not changed the intent of the proposal that AHA intended to receive; AHA may accept the proposal and the proposal shall be considered by AHA as if those additional marks, notations or requirements were not entered on such.

3.3.2 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by AHA, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents.

3.4 Proposer's Responsibilities--Contact with AHA. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the designated contact only. Proposers must not make inquiry or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for AHA to not consider a proposal submittal received from any proposer who has not abided by this directive.

3.4.1 Addendums. All questions and requests for information must be addressed in writing to the designated AHA contact. The AHA contact will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the AHA contact will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFQ are made—between AHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers

may not call the AHA contact—it simply means that, other than making replies to direct the prospective proposer where his/ her answer has already been issued within the solicitation documents, the AHA contact may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the AHA contact may more fairly respond to all prospective proposers in writing by addendum.

4.0 PROPOSAL EVALUATION

4.1 Evaluation Factors. The following factors will be utilized by the evaluation committee appointed by AHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal as detailed within Section 3.1 herein:

[Table No. 5]

1	30 Points	Low-Income Housing Tax Credit Development Expertise; The proposal must indicate the responder’s experience applying for, developing, rehabilitating, owning and managing Low-Income Housing Tax Credit financed developments. The experience relative to developing/ rehabilitating low-income housing in Alabama will be considered.
2	20 Points	Architectural and Engineering Services; The responder shall indicate its ability to provide the necessary architectural and engineering services in both the application and development phases for both new construction and rehabilitation projects. The experience of the architectural and engineering firms in developing/ rehabilitating low-income housing in Alabama will be considered.
3	10 Points	Property Management Expertise; The responder shall state its ability to provide property management services. The management company’s experience with tax credit and very low-income rental property will be considered. Public Housing experience will be considered.
4	30 Points	Financing Expertise; The responder shall indicate its ability to provide financing expertise and guarantees. The experience of the developer in financing low-income housing in Alabama; along with the ability of the developer to impact the deal financially through credit pricing and evidence of personal equity will be considered. Provide references from Syndicators, submission of credit pricing and evidence of the investment of personal equity.
5	10 Points	Public Housing Expertise; The responder shall indicate its ability to partner with public housing authorities. The experience of the developer in working with public housing authorities will be considered.
Total Points (other than preference points)		

4.2 Evaluation Method. AHA anticipates a selection of a five-person committee to evaluate each of the responsive proposals submitted in response to this RFQ. **PLEASE NOTE:** No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. The AHA Executive Director is the only person at AHA that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.1 Determination of Top-ranked Proposer. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points to determine the final rankings which are forwarded to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval.

4.2.1.1 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2.1.2 Minimum Evaluation Results. To be considered to receive an award a proposer must receive a total calculated average of at least 80 points (of the 100 total possible points detailed within Section 4.1 herein).

4.2.2 Award Recommendation. It is anticipated that the final rankings will be forwarded to the AHA Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The BOC will then make its determination as to whether or not to follow the evaluation committee’s recommendation. Contract negotiations may, at AHA’s option, be conducted prior to or after the BOC approval.

4.2.3 Notice of Results of Evaluation. If an award is completed, all proposers will be notified by the Procurement Manager.

4.2.4 Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the AHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the AHA evaluation committee.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

5.1.1 Automatic Agreement. It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Manager. The Procurement Manager will formulate and forward to the Executive Director for approval a written award recommendation. The Executive Director will review the recommendation and, if in agreement, take the award recommendation to the BOC at a scheduled board meeting for approval. If so, the BOC will then make its determination of whether or not to follow the committee's recommendation. At some point (in a timely manner) after award all proposers will, as stated within Section 4.2.4 herein, receive a Notice of Results of Evaluation.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by AHA pursuant to this RFQ:

5.2.1 Contract Form. AHA will not execute a contract on the successful proposer's form - contracts will only be executed on the AHA standard contract form, and by submitting a proposal the successful proposer agrees to do so. However, AHA will, during the RFQ competitive solicitation process, prior to the submittal deadline, consider any contract clauses that the proposer wishes to include therein, but the failure of AHA to include such clauses does not give the successful proposer the right to refuse to execute AHA's contract form. It is the responsibility of each prospective proposer to notify AHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. AHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by AHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 HUD Forms. Please note that AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.

5.2.2 Assignment of Personnel. AHA shall retain the right to demand and receive a change in personnel assigned to the work if AHA believes that such change is in the best interest of AHA and the completion of the contracted work.

5.2.3 Unauthorized Sub-Contracting Prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the Executive Director. Any purported assignment of interest or delegation of duty, without the prior written consent of the Executive Director shall be void and may result in the cancellation of the contract with AHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the Executive Director.

5.3 Contract Period. AHA anticipates that it will initially award a contract for the period of time that it takes the successful proposer to provide the services detailed herein.

5.4 Licensing and Insurance Requirements. Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 Worker's Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

5.4.2 General Liability Insurance. An original certificate evidencing General Liability coverage, naming AHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of AHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

5.4.3 Professional Liability Insurance. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;

5.4.4 Automobile Insurance. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

5.4.5 Local Business License. If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Anniston (NOTE: Not required for all services—proposers shall contact the City of Anniston to verify);

5.4.6 State Business License. If applicable, a copy of the proposer's license issued by the State of Alabama licensing authority allowing the proposer to provide the services detailed herein.

5.4.7 Certificates. The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the consultant prior to contract execution).

5.5 Contract Service Standards: It is the responsibility of the successful proposer to ensure that all work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, regulations and laws.