

INTRODUCTION

Albany Housing Authority (AHA) is the Public Housing Authority serving residents of the City of Albany, New York. The mission of AHA is to “Lead the community with professionalism, integrity and spirit in providing quality housing of choice for a diverse population and to partner with the community to maximize social and economic opportunity”. AHA currently owns and/or manages 14 multi-family apartment complexes, totaling approximately 2,500 units. This portfolio includes over 1,500 HUD - subsidized conventional public housing units in seven Federal Public Housing Developments and approximately 1,000 low income and affordable housing units contained in 10 complexes which AHA has developed, through affiliated entities utilizing Low Income Housing Tax Credits and other financial sources, and manages. In addition, AHA administers approximately 2,500 Section 8 Program Housing Choice Vouchers and has implemented five home ownership programs in the City of Albany. A seven member Board of Commissioners governs AHA, of which, five are appointed by the Mayor of the City of Albany and two are elected by AHA residents. The Board of Commissioners appoints the AHA Executive Director.

In keeping with its mandate to provide efficient and effective services, AHA is now soliciting proposals from qualified, licensed and insured entities to provide legal services. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

AHA CONTACT PERSON	Joseph M. Brennan, Telephone 518-641-7534 jbrennan@albanyhousing.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	RFP documents can be obtained at Albany Housing Authority, 200 S. Pearl St. Albany, NY 12202. It is strongly encouraged to call 518-641-7534 ahead of time to avoid delays. The Documents can also be obtained at the following internet address: www.albanyhousing.org/procurement-and-purchasing
PRE-SUBMISSION TELE-CONFERENCE INFORMATION	August 22, 2017 @ 10:00 Albany Housing Authority Toll Free Access: Dial 866-476-8702, Enter Participant PIN Number: 372351#
HOW TO FULLY RESPOND TO THIS RFP	Refer to Section 9 of the RFP document.
SUBMITAL RETURN & DEADLINE	September 5, 2017, 4:00 P.M. Albany Housing Authority 200 S. Pearl St., Albany NY 12202
ANTICIPATED APPROVAL BY AHA BOARD OF COMMISSIONERS	September 12, 2017.

SOLICITATION

FOR

LEGAL SERVICES FOR
REAL PROPERTY
RFP # 0025-C-17-027

August 15, 2017

**Albany Housing Authority
200 South Pearl Street
Albany, New York 12202**

SOLICITATION TO SUBMIT PROPOSAL

Albany Housing Authority (AHA) is soliciting proposals to retain an attorney or law firm to act as counsel for AHA and to represent AHA in specific legal matters relating to Real Property.

Responders admitted and in good standing to practice law before the Bar of the State of New York and possessing experience in Real Property matters are invited to submit proposals to:

Albany Housing Authority,
Office of General Counsel,
200 South Pearl Street,
Albany, New York 12202.

Proposals may be submitted by mail or personal delivery to the above address or via e-mail to jbrennan@albanyhousing.org.

Proposals must be received by AHA no later than 4:00 pm on September 5, 2017.

Attention is called to the Section 3, Equal Employment Opportunity, Minority Enterprise Participation and Equal Housing Opportunity provisions of the specification.

SOLICITATION FOR SERVICES
SPECIFICATIONS

1. ALBANY HOUSING AUTHORITY

Albany Housing Authority (AHA) is the Public Housing Authority serving residents of the City of Albany, New York. The mission of AHA is to “Lead the community with professionalism, integrity and spirit in providing quality housing of choice for a diverse population and to partner with the community to maximize social and economic opportunity”. AHA currently owns and/or manages 14 multi-family apartment complexes, totaling approximately 2,500 units. This portfolio includes over 1,500 HUD - subsidized conventional public housing units in seven Federal Public Housing Developments and approximately 1,000 low income and affordable housing units contained in 10 complexes which AHA has developed, through

affiliated entities utilizing Low Income Housing Tax Credits and other financial sources, and manages. In addition, AHA administers approximately 2,500 Section 8 Program Housing Choice Vouchers and has implemented five home ownership programs in the City of Albany. A seven member Board of Commissioners governs AHA, of which, five are appointed by the Mayor of the City of Albany and two are elected by AHA residents. The Board of Commissioners appoints the AHA Executive Director.

The purpose of this solicitation is to solicit qualified proposals that will enable AHA to select the attorney or law firm that best meets the needs and requirements of AHA to perform the services described below. This solicitation process is intended to ensure cost competitiveness among respondents.

2. REQUEST FOR PROPOSALS

Pursuant to 24 CFR 85.36, AHA is seeking competitive proposals from qualified law firms and attorneys that possess the qualifications set forth in Section 6 below and have a documented track record in providing the legal services described in the scope of services set forth in Section 7 below.

3. TERM OF ENGAGEMENT

Proposals should demonstrate the Respondent's capacity and readiness to perform the scope of services immediately upon execution of a contract with AHA. The contract will begin within thirty (30) days of the date the contract is awarded and will continue for a term of 12 months thereafter, unless otherwise terminated in accordance with the terms of the contract, with 4 options to extend the contract an additional 12 months upon mutual agreement. As with all PHA contracts, this contract will be subject to termination upon 30 days' notice, for the convenience of AHA.

4. NATURE OF THE CONTRACT

The law firm or attorney will be an independent contractor; will receive no retirement or other fringe benefits from AHA; and payments made by AHA pursuant to the contract will not be subject to tax withholding.

5. CONTACT PERSON

Questions concerning this SOLICITATION should be submitted, in writing, to Joseph M. Brennan, General Counsel, at Albany Housing Authority, 200 South Pearl Street, Albany, New York 12202; or by Fax at (518) 641-7545; or by e-mail at jbrennan@albanyhousing.org. Mr. Brennan will serve as the primary contact for purposes of administering this contract.

6. QUALIFICATIONS AND EXPERIENCE

The description of the Responder's qualifications and experience shall demonstrate that the Responder possesses the following:

- a. Admission and good standing to practice law in the State of New York.
- b. A thorough and practical knowledge of New York State and HUD Statutory and Regulatory provisions relating to Real Property Law, including, but not limited to NY Civil Practice Law & Rules; NY Real Property Actions and Proceedings Law (RPAPL); NY Real Property Law; NY Real Property Tax Law; NY Lien Law, and the City of Albany Zoning Ordinance.
- c. Knowledge and practical experience in handling a wide variety of Real Property related matters such as sub-divisions, eminent Domain, and condominiums.
- d. Demonstrated office capacity to efficiently handle the scope of work described in this Request for Proposals.
- e. Legal Malpractice Insurance with a carrier acceptable to AHA and with limits of coverage acceptable to AHA

7. SERVICES REQUIRED

Legal services under the contract that will be entered into between AHA and the successful Responder shall include, but are not limited to:

- a. Assisting and advising AHA staff in the acquisition and sale of real property by Albany Housing Authority and its various affiliated entities. Including preparation and review of contracts for purchase and sale, review of issues affecting title, preparation and review of deeds, notes & mortgages; and Releases of Mortgages.
- b. Assisting and advising AHA staff in filing and recording documents in the Albany County Clerk's Office.
- c. Assisting and advising AHA staff in the consolidation and subdivision of lots.
- d. Supervising and reviewing title insurance commitments, pro-formas, and Certifications of Declarations of Trust.
- e. Assisting and advising AHA staff in compliance with regulatory requirements of the United States Department of Housing and Urban Development, the New York Division of Housing and Community Renewal; the City and County of Albany, and other regulatory agencies as well as Low income housing tax credit investors in relation to real property related issues.
- f. Consulting with and advising AHA staff on an as needed basis with regard to real property related issues.

8. EXCLUSIONS

All costs such as filing and recording fees associated with the services described and other similar costs will be borne by AHA and the successful Responder will not be expected to either pay or advance any such costs.

AHA staff will, subject to the oversight of counsel, prepare documents when desirable and practical.

9. PROPOSAL FORMAT AND REQUIREMENTS

Proposals must be organized in the order specified below and received by personal delivery; e-mail (to jbrennan@albanyhousing.org); fax transmission to (518) 641-7545 or mail at the address set forth in section 5, above, by 4:00 p.m., Tuesday, September 5, 2017 in order to be considered.

An original (so marked) of the Proposal and three (3) copies which includes the following information:

Title Page entitled: ALBANY HOUSING AUTHORITY, ALBANY, NEW YORK
REQUEST FOR PROPOSALS FOR LEGAL SERVICES FOR REAL PROPERTY RFP # 0025-C-17-027 issued: August 15, 2017, Due: September 5, 2017 and including the name, address, telephone number, fax number and e-mail address of the law firm or attorney; the name of the contact person for the Proposal, and the date of the Proposal.

Letter: The letter should specifically reference this solicitation; state the Respondent's understanding of the work to be provided as stated in the scope of services; state that any and all addenda to this solicitation were received, state a commitment to perform the work over the time period indicated in this solicitation, state why the Respondent believes itself to be best qualified to perform the engagement and state that the proposal is a firm and irrevocable offer for 30 days. The letter must be signed by a representative of the Respondent who is authorized to make such statements, offers, and commitments.

Proposal: Respondents must provide a detailed proposal addressing the Qualifications set forth in § 6 above and the scope of services set forth in § 7 above following the format described below. Respondents are encouraged to keep their proposal focused and as brief as possible while providing sufficient detail to enable an informed review of the Services offered. All identified elements must be included for the proposal to be considered complete. Respondents must complete and submit all required forms.

Format:

A. Plan of Action for Accomplishment of Services

A statement of the Services to be provided; a proposed method for responding to the various tasks encompassed within the scope of work, and a description of the Respondent's organization and approach to the services requested.

B. Qualifications and Experience

Respondents must provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined

in the scope of services. The Statement of Qualifications and Experience must clearly demonstrate Respondent's knowledge and experience in providing the requested services.

Respondents must provide a Statement of Qualifications and Experience that addresses the following:

- i) A statement that clearly demonstrates the Respondent's knowledge and experience relative to the requested services.
- ii) Resume(s) that succinctly summarize the experience and qualifications of the principal(s) and all individuals who will actually perform the work, including the number of years licensed to practice law, the type of practice in which engaged, and references for tasks and engagements similar to this solicitation that the individuals have performed.
- iii) Licensure to practice law in the State of New York.
- iv) A statement indicating sufficient staff capacity to provide competent, efficient representation to AHA.

C. MBE / WBE Goals

AHA encourages its contractors to understand, endorse and fully implement the policies and programs associated the expanding business potential for minority-owned (MBE) and women-owned (WBE) business enterprises. Each Respondent must provide its policy statement on these matters as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures.

D. Compliance with Section 3 of the Housing & Urban Development Act of 1968

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Each Respondent must provide its policy statement on these matters, as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures, as well as similar activities associated with low and very low-income persons, notably those living in public housing. AHA's Section 3 Economic Opportunities Policy is included as an attachment to this solicitation.

E. Fee Proposal and Expenses

Respondents must provide a Fee Proposal, on the Fee Proposal form (attachment I), indicating the total hourly fee or fees for the services to be provided and should include proposals for the 4 option extension years.

In the Fee Proposal, the rate or rates must be “fully loaded” (i.e. inclusive of all clerical support, reports, materials and supplies that are necessary to perform the services required under this solicitation). The rates shall include all overhead and profit. AHA, at its sole option, may require Respondents to provide a breakdown of overhead and profit by title. Any reimbursable costs associated with providing the Services under this solicitation should be clearly identified.

The award of this contract will not be based solely on the fee. The fee proposal will be used to determine whether a Respondent, otherwise deemed to be qualified, is considered to be within the competitive range for the Services to be provided.

F. Required Forms

Respondents must include the required HUD forms with their submission.

10. CONFIDENTIAL MATERIALS

Any material submitted by the Respondent which are to be considered confidential must be clearly marked as such; provided, however, any such materials are subject to disclosure if required pursuant to an appropriate Freedom of Information Act request made in accordance with applicable state or federal law.

11. REVIEW TEAM

The evaluation of proposals will be conducted by a Review Team comprised of three (3) AHA representatives. The Review Team will evaluate and score each proposal according to the criteria described in Section 12 below (Evaluation Criteria). The Review Team may schedule discussions with Respondents. Best and final offers may be obtained. After consideration of the best and final offer, an award recommendation will be made to AHA’s Executive Director and Board of Commissioners, and a final contract document will be negotiated and executed subject to AHA’s approval process.

12. EVALUATION CRITERIA

All proposals will be evaluated individually on their technical merit prior to examining cost. Upon completion of the technical evaluations for all respondents, the price proposals will be considered.

The proposals which have a reasonable chance of being selected for award will be considered to be in the competitive range. These Respondents may be asked to

participate in interviews or negotiations to discuss technical or price factors so as to ensure a mutual understanding of both AHA's requirements and the Respondent's proposal. AHA reserves the right to determine that there is no need to hold interviews or negotiations and make the award based on the initial proposals received.

At the conclusion of any interviews and negotiations, Respondents may be given an opportunity to submit revised proposals (including changes to technical approach and price) before final evaluation. The Review Committee will recommend what tradeoff between technical merit and cost promises the greatest value to AHA, with price and other factors considered. The contract will be awarded to the responsible Respondent whose proposal is most advantageous, with price and other factors considered. Award will not necessarily be made to the lowest cost Respondent. AHA also reserves the right to reject any or all proposals or wave any minor irregularities or technicalities in proposals received as the best interest of AHA may require.

Proposals will be evaluated by AHA against the following criteria:

- | | | |
|----|---|---------------|
| 1. | Quality of plan of action for the accomplishment of Services required | 0 - 15 points |
| 2. | Qualifications & Experience | 0 - 45 points |
| 3. | Plan for meeting or fostering MBE & WBE objectives | 0 - 05 points |
| 4. | Plan for meeting or fostering Section 3 objectives | 0 - 05 points |
| 5. | Fee | 0 - 30 points |
| | TOTAL | 100 points |

13. PROCESS FOR AWARD

AHA shall open the proposals following the proposal deadline date. Without limitation and at its sole option, AHA reserves the right to accept or reject any or all proposals, to take exceptions to these solicitation specifications, to negotiate with finalists, or to waive any irregularities. Firms may be excluded from further consideration for failure to fully comply with the specifications of this solicitation. AHA may decide to reject all proposals and/or to reissue this solicitation with modifications.

14. PROCUREMENT PROCESS

The SOLICITATION package may be obtained from:

Joseph M. Brennan
General Counsel
Albany Housing Authority
200 South Pearl Street, Albany, New York 12202
(518) 641-7534 or: jbrennan@albanyhousing.org

15. SUBMISSION PLACE

Proposals must be submitted to the email or address noted in Section 14

16. SUBMISSION DATE AND TIME

Proposals must be received by AHA no later than **4:00 pm on Tuesday, September 5, 2017**. They will not be opened publicly. It is the Firm's responsibility to ensure that its proposal is delivered at the proper time and place. (See Attachment: Instructions of Offerors.)

17. QUESTIONS AND INTERPRETATIONS

All inquiries to this solicitation must be submitted, in writing, to Joseph M. Brennan via email or at the address noted in Section 14, Submission Place, no later than five (5) business days prior to the submission date and time. Inquirers should make reference to specific article numbers of this solicitation and, where appropriate, section numbers. AHA may, at its option, elect to respond in writing to inquires. Copies of any such written communication shall be made available to all prospective bidders. No interpretation shall be considered binding unless provided in writing by AHA.

18. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written, certified mail to AHA at the above listed address prior to the deadline date.

19. PRICE AND SCOPE OF WORK CHANGES

All proposals should be firm and not subject to change by the Firm for a period of thirty (30) days from the proposal deadline date. Note, however, that AHA reserves the option to negotiate prices downward and to negotiate additional scope of work and cost changes based on final negotiations with the selected Respondent.

20. MISTAKES IN PROPOSALS

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Firm may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the following:

The mistake and the intended correct offer are clearly evident on the face of the proposal.

The Firm submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Firms.

Mistakes discovered after award shall not be corrected unless the AHA General Counsel makes a written determination that it would be disadvantageous to AHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by AHA's General Counsel.

21. EXECUTION OF PROPOSALS

The original proposal must contain a manual signature of an authorized representative of the Firm. The proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made on the proposal sheets must be initialed by the authorized representative. The Firm name must appear on each sheet. The proposal must include all documents, materials and information required by this solicitation.

22. COST OF PROPOSAL

Respondents are responsible for all their costs associated with the preparation of proposals, the demonstration and interview process and the contract negotiation process. All costs incurred, directly or indirectly, associated with the preparation of proposals shall be the sole responsibility of and shall be borne by the Respondents.

23. PROPOSAL NOTIFICATION

After the award is made, a list of Firms submitting proposals will be available for review by interested parties at the address noted in Section 14. Each unsuccessful Respondent will be notified in writing promptly upon award. The notice shall identify the successful firm.

24. ADDENDA

AHA reserves the right to modify this solicitation as it deems appropriate. Any addenda issued shall be sent to each Firm on AHA's list of recipients of this solicitation. Any addenda issued become a part of this solicitation.

25. SOLICITATION CONTENTS

This Request for Proposals is comprised of the following documents:

SOLICITATION

Attachment I - Fee Proposal Form

Attachment II - HUD Form 5369-B (Instructions of Offerors, Non-Construction)

Attachment III-HUD Form 5369-C (Representations, Certifications, and other statements of Offerors)

Attachment IV-HUD Form 5370-C (General Contract Conditions, Non-Construction)

Attachment V - Section 3 Clause

26. FORM OF PURCHASE

The acceptance of the proposed Firm's offer for the Services specified herein will be made by issuance of a contract prepared by AHA. Respondents are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of AHA concerning the award until a contract is executed.

27. INSURANCE

Respondents should submit documentation of Licensing and Insurance, to include evidence of a current occupational license to practice law, statement from the New York State Bar Association that the attorney(s) is an active member and in good standing, and evidence such as Certificate of Insurance or letter from insurance carrier, of current professional liability insurance coverage.

28. CONTRACT APPROVAL

The contract to be awarded under this solicitation may be subject to the approval of AHA's Board of Commissioners and HUD.

29. FUNDING AVAILABILITY

AHA will not be bound to any contract if the proposed project is disallowed by HUD or other participating agency.

30. PROVISIONS

- 1) No member, officer, Commissioner or employee of the Authority, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract awarded as a result of this process, or the proceeds thereof.
- 2) No member of or Delegate to the Congress of the United States of America, appointed or resident Commissioner, shall be admitted to any share or part of any contract awarded as a result of this process, or to any benefits which may arise therefrom.
- 3) In connection with any work performed under contract awarded as a result of this proposal process, the successful respondent shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The successful respondent shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. (Equal Employment Opportunity Statement)
- 4) In connection with any work performed under contract awarded as a result of this proposal process, the successful respondent is subject to the terms and provisions of HUD Section 3 and Minority Business Participation regulations.
- 5) The successful respondent shall agree to neither hold himself/herself out nor claim to be an officer or employee of the Authority and will not make any claims, demands, or application to the Authority for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Worker's Compensation coverage, unemployment benefits and Social Security Retirement Membership or credit.

- 6) Irrespective of any default by the Attorney, the Authority may at any time upon thirty (90) days written notice and in its sole discretion, terminate the Attorney's engagement hereunder and cancel the contractual agreement. In the event of a cancellation, the Attorney shall be entitled to all compensation due under the terms of this bid specification up to the date of cancellation of the contract.
- 7) Awarding of this contract is subject to approval by HUD's Regional Counsel and must meet the requirements of the HUD Litigation Handbook.

31. DECLARATIONS

In connection with this specification, the respondent declares that:

- 1) They are acquainted with and understand the specification in its entirety.
- 2) They will enter into a contract for the performance of the proposed work.
- 3) There has been no collusion in the preparation or submission of the proposal to perform the work described. By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - (i) The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - (ii) Unless otherwise required by law, the prices which are quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
 - (iii) No attempt has been made or will be made by the respondent to induce any other person or partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. (Non-collusive bidding statement)
- 4) They are aware that a proposal shall not be considered for award nor shall any award be made where (3) (i) (ii) and (iii) above have not been complied with.
- 5) The full names and residences of all persons interested in this solicitation, as Principals of the firm, partnership, or corporation submitting a proposal are as follows:

32. TIME FOR RECEIVING PROPOSALS:

- 1) Proposals received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered; except that when a proposal arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make that award that the failure to arrive on time was due solely to a delay in the mail for which the respondent was not responsible, such proposal will be received and considered. No responsibility will attach to an officer for the premature opening of a proposal not properly addressed and identified.

33. CONDITIONS

1. All proposals will remain valid for a period of thirty calendar days after the date specified for receipt of proposals. All costs incurred by the proposer in the proposal process, including preparation of the proposal, interviews, contract negotiations, and related expenses are solely the responsibility of the proposer.
2. AHA reserves the right to reject any or all proposals; to waive informalities and minor irregularities; and to modify or cancel this solicitation. Proposals that appear to be unrealistic in terms of cost or commitments or are indicative of a failure to comprehend the nature of this SOLICITATION and the anticipated contract may be rejected.
3. AHA reserves the right to make an award based solely on the responses to this SOLICITATION or to negotiate further with one or more of the responders. The responder selected will be chosen on the basis of the greatest benefit to AHA, cost and other factors considered.

34 AHA'S RESERVATION OF RIGHTS:

1. AHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by AHA to be in its best interests.
2. AHA reserves the right not to award a contract pursuant to this RFP.
3. AHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
4. AHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
5. AHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 30 days subsequent to the deadline for receiving proposals without the written consent of Joseph M. Brennan.
6. AHA reserves the right to negotiate the fees proposed by the proposer entity.

7. AHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
8. AHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
9. AHA shall reserve the right to at any time during the RFP 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. By responding to this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within, and further agrees that he/she will inform Joseph M. Brennan in writing to the email or address noted in Section 14 within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by AHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve AHA, but not the prospective proposer, of any responsibility pertaining to such issue.