

**RFP COVER PAGE**

**[MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL]**

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| **SOLICITATION INFORMATION** |
| **Solicitation Number:** | 2021-01 | **Solicitation Issued:** | October 29, 2021 |
| **RFP Title:** | Investment Management Services |
| **Point of Contact** | Lee Ann Brewer, Senior Consultant  |
| **Point of Contact EMAIL:** | **Leeann.brewer@healthtechsolutions.com** |
| **OFFEROR INFORMATION** |
| **FIRM NAME:** |       |
| **ADDRESS:** |       |
| **CITY/STATE:** |       |
| **ZIP (9 DIGIT):** |       |
| **TELEPHONE NO:** |       |
| **FAX NO:** |       |
| **TAX ID:** |       |
| **WEBSITE:** |       |
| **OFFEROR’S PRIMARY CONTACT INFORMATION** |
| **CONTACT NAME:** |       |
| **TELEPHONE NUMBER:** |       |
| **EMAIL:** |       |
| **FAX NO:** |       |
| **OFFEROR’S AUTHORIZED SIGNATURE****The signature must be that of an officer of the firm, legally authorized to bind the Offeror to the proposal.** |
| **SIGNATURE:** | X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **PRINTED NAME:** |       |
| **DATE:** |       |

1. **GENERAL INFORMATION**
	1. **INTRODUCTION AND PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Georgia Health Information Network, or GaHIN (pronounced gee-hin), is a nonprofit organization dedicated to creating a healthier Georgia through the use and exchange of electronic health information. GaHIN is the state-designated entity for health information exchange (HIE). GaHIN facilitates the use and secure exchange of patient health information, so providers have the information they need at the point of care, resulting in improved quality of care, better health outcomes and reductions in cost.

By establishing a trusted network with existing health systems and health information networks, GaHIN facilitates the delivery of the right health information to the right place and provider at the right time—providing Georgia residents with safer, timelier and better care.

GaHIN is seeking a qualified Investment Manager to help successfully oversee and direct investments to provide sufficient cash to meet the day-to-day financial obligations of the organization in a timely manner and to provide secure short, mid, and long-term cash management for the mission of the Organization.

More detailed information on the Scope of Work can be found in Section 3.

* 1. **BACKGROUND INFORMATION**

Nearly 20 years ago, healthcare stakeholders from across Georgia conceived of a groundbreaking idea. It was a concept so basic, yet so challenging, that it would take most of the next two decades to make it a reality. Simply put, the idea called for the secure electronic exchange of patient health data across healthcare settings, giving providers a view of their patient’s health information at the point of care.

Instrumental in GaHIN’s formation were the Georgia Department of Community Health (DCH) and the Georgia Health Information Technology Extension Center (GA-HITEC). These organizations, plus GaHIN’s dedicated Board of Directors, other state and federal agencies, and a variety of strategic partners worked together to develop and implement a technology, business and policy infrastructure to sustain a statewide network-of-networks health information transport model.

Since its inception in 2013, GaHIN has worked closely with its founding partners and state agencies to attain a sustainable business model and secure financial status while serving the needs of Georgians statewide.

Today GaHIN meets the needs of a wide range of organizations including state departments and divisions, major health systems, regional health information exchanges and providers across the state. In addition, GaHIN is connected to other state HIEs, federal organizations and national exchanges.

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* 1. **MINIMUM MANDATORY REQUIREMENTS**

The Offeror must meet the following mandatory requirements:

1. The Offeror must have previously provided and currently be providing investment management services for a nonprofit organization.

2. The Offeror must have a minimum of ten years of experience providing investment management services.

3. The Offeror must maintain appropriate licensure in the state of Georgia.

4. The Offeror must currently have $100 million minimum AUM.

5. The Offeror must be able to provide three (3) references with (1) of those being from a nonprofit organization.

* 1. **INTENT TO RESPOND**

All interested offerors must submit the **Intent to Respond Form** to respond to this RFP.

The form must be received no later than the date specified in the Schedule of Activities. The Intent to Respond Form must be submitted to the POC listed on the Cover Page.

Please place the following in the subject line of your email: “**Intent to Respond to GaHIN Investment Management Services”**.

* 1. **SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

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| --- | --- |
| RFP Publication | 10/29/2021 |
| Intent to Respond Due | 10/29/2021 |
| Questions Due | 11/05/2021 |
| Responses to Offeror Questions | 11/12/2021 |
| Proposal Submission | 11/19/2021 |
| Oral Presentations/discussions (if required) | 12/03/2021 |
| Proposal Revisions (if required) | 12/10/2021 |
| Anticipated Award Decision/Contract Negotiation | 12/17/2021 |
| Anticipated Contract Start Date | January 2022 |

This RFP does not obligate GaHIN to purchase goods or services. GaHIN’s obligation will only commence when the contract is approved by the GaHIN Board of Directors. Upon written notice to the contractor, GaHIN may set a different starting date for the contract. GaHIN will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by GaHIN.

# SUBMITTING YOUR PROPOSAL

All proposals must be completed and received via email by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration. All proposals must be signed by an officer of the firm, legally authorized to bind the Offeror to the proposal. Proposals that are not properly signed may be rejected.

Offerors must submit one (1) electronic copy of their proposal, written in a searchable PDF format and not exceeding 10 MB, by email to the POC listed on the cover page of this RFP. The cost proposal must be submitted with the proposal, as a separate PDF document not exceeding 5 MB, with a file name starting with “Cost Proposal”.

An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be deemed non-responsive and will be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. The subject line of the email should be marked with “Proposal for GaHIN Investment Management Services”.

* 1. **CERTIFICATIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

The offeror also certifies they comply with the following:

1. the laws of the State of Georgia;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. all terms and conditions set out in this RFP;
6. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
7. that the offers will remain open and valid for at least 90 days; and
8. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [i] of this paragraph, GaHIN reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

* 1. **QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

Questions regarding this RFP must be submitted in writing to the POC listed on the cover page by email by the date specified in the schedule of activities. All questions and answers will only be made available to those Offerors that submit a Letter of Intent form by the specified due date. Questions received after the required deadline may not be answered.

* 1. **AMENDMENTS TO PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

* 1. **AMENDMENTS TO RFP**

If an amendment is issued, it will be provided to all who were provided a copy of the RFP and to those who submitted an intent to respond via email to the Primary Contact.

* 1. **CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., any employees currently employed by GaHIN). GaHIN’s Executive Director reserves the right to consider a proposal non-responsive and reject the submission or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

* 1. **PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of GaHIN. All materials submitted become the property of the GaHIN.

# LENGTH OF CONTRACT

The initial term of the contract resulting from this RFP will be for four (4) years with the option to renew for an additional three (3) two (2) two-year options to extend, for a total contracting period of ten (10) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment and shall be at the sole option of GaHIN.

* 1. **GOVERNING LAW**

A contract resulting from this RFP will be governed by the laws of the State of Georgia. If the contractor has a claim arising in connection with the agreement that it cannot resolve with GaHIN by mutual agreement, it shall pursue the claim, if at all, only in the Superior Court of Fulton County, Georgia and not elsewhere.

* 1. **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of GaHIN. However, GaHIN may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror’s expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at GaHIN’s request. GaHIN reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

* 1. The Contractor will perform services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
	2. The Contractor’s services under this Agreement shall commence on contract award and end on the dates specified in the resulting contract, unless sooner terminated pursuant to the terms hereof.
	3. The Contractor will not use GaHIN’s equipment, supplies or facilities.
	4. GaHIN will make payment for services upon satisfactory completion of the services. GaHIN will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a valid signature. No payment will be made until the contract is approved by the Chief Executive Officer. Under no conditions will GaHIN be liable for the payment of any interest charges associated with the cost of the contract. As a 501(c)3 nonprofit, GaHIN is not responsible for and will not pay local, state or federal taxes. All costs associated with the contract must be state in U.S. currency.
	5. The Contractor agrees to indemnify and hold GaHIN, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of GaHIN, its officers, agents or employees.
	6. While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of GaHIN.
	7. Contractor agrees to report to GaHIN any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or GaHIN to liability. Contractor shall report any such event to GaHIN immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to GaHIN and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to GaHIN under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

* 1. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by GaHIN at any time with or without notice. If termination for such a default is affected by GaHIN, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs GaHIN incurred because of Contractor's default. Upon termination GaHIN may take over the work and may award another party an agreement to complete the work under this Agreement. If after GaHIN terminates for a default by Contractor, it is determined that the Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
	2. This Agreement may not be assigned without the express prior written consent of GaHIN. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
	3. The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
	4. The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of GaHIN. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify GaHIN, and to provide insurance coverage for the benefit of GaHIN in a manner consistent with this Agreement. The Contractor will require its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
	5. The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Contractor further agrees that it will immediately notify GaHIN if during the term of this Agreement the Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
	6. Any notice or other communication required under this Agreement shall be in writing and sent to sent via email to the Executive Director of GaHIN. Notices shall be given by and to the Executive Director on behalf of GaHIN, and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

* 1. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
	2. Prior to execution of a contract, the apparently successful Offeror must hold a valid Georgia business license and any other necessary applicable professional licenses required by Georgia statute.
	3. Contractor agrees that all confidential information shall be used only for purposes of performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify GaHIN in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by GaHIN or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by GaHIN classification and categorization guidelines provided to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing GaHIN with written notice of the requested disclosure (to the extent such notice to GaHIN is permitted by applicable law) and giving GaHIN opportunity to review the request. If the contractor receives no objection from GaHIN, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to GaHIN within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of GaHIN, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

# SCOPE OF WORK

* 1. **CURRENT ENVIRONMENT AND OBJECTIVES**

The members of GaHIN’s Executive Committee are fiduciaries and are responsible for directing and monitoring the investment management of the various fund assets on behalf of the Organization. As such, the Executive Committee is authorized to delegate certain responsibilities to professional experts in various fields. These responsibilities are currently being performed by GaHIN’s Treasurer. GaHIN has an established prudent and systematic funds management policy that must be adhered to by the successful Offeror.

Currently, GaHIN has approximately $6M in investments. For purposes of your proposal, please assume all funds are liquid and can be transferred immediately.

Like any nonprofit organization of similar size and with numerous assets, GaHIN’s Board of Directors (“Board”) understands the importance of ensuring it can survive in the face of unplanned, relatively short-term negative events, and diligently works to minimize the effect of risks to GaHIN’s financial viability.

GaHIN’s Investment Policy currently dictates that for the purposes of managing investment risk and to optimize investment returns within acceptable risk parameters, the Organization’s funds will be invested based on the financial goals and investment time horizons of the Organization as follows:

• Short Term – 18 months and less

• Mid Term – 18 months to 5 years

• Long Term – 5 years and beyond

GaHIN seeks to obtain a contract with a firm to provide investment services including due diligence, investment recommendations, and ongoing management for both new and existing investments not already assigned to a manager.

* 1. **GENERAL REQUIREMENTS**
		1. The Contractor shall have a fiduciary duty to GaHIN.
		2. The Contractor shall provide due diligence, investment recommendations, and ongoing management of investments as specified by GaHIN.
		3. The Contractor shall comply with all of Georgia’s Prudent rules set forth in O.C.G.A. 44-15-1 et seq.
		4. The Contractor shall conduct such other services under the contract as may be reasonably asked of an investment management consultant.
		5. The Contractor shall maintain consistent availability by phone, email or in-person meetings when appropriate to GaHIN staff and stakeholders.
		6. The Contractor shall comply with GaHIN’s established Investment Policy.
		7. The Contractor shall prepare and provide review of GaHIN’s Investment Policy and recommended changes no less than annually.
	2. **INVESTMENT MANGEMENT REQUIREMENTS**
		1. The Contractor shall track and analyze investment risk and performance of assets assigned to the Contractor, including but not limited to:

			1. Current market environment and key events in the financial markets
			2. Performance of major market indexes
			3. Asset allocation of the current investment program
			4. Return attribution
	3. **REPORTING REQUIREMENTS**
		1. The Contractor shall prepare and present written and verbal quarterly summaries of the Contractor’s activities, performance, and risk to the Executive Committee.
		2. The Contractor shall provide quarterly reports on the investment risk and performance of assets assigned to the Contractor that must include but not be limited to:

			1. An analysis of the current market environment and key events in the financial markets
			2. A review of the performance of the major market indexes
			3. An analysis of the asset allocation of the current investment program
			4. A return attribution analysis
		3. The Contractor’s quarterly reports must also contain written commentary on the investment results of all portfolios assigned to the Contractor in the context of:
			1. Objectives and benchmarks
			2. Specific commentary on factors affecting performance
			3. A review of notable organizational issues for each asset
		4. Provide additional periodic reports on an as needed basis.
	4. **MEETING ATTENDANCE REQUIREMENTS**
		1. The Contractor shall attend meetings as requested by GaHIN.
		2. The Contractor shall assist GaHIN staff in the development of committee agendas, documents, and other related items.
		3. The Contractor shall conduct formal interviews with existing and potential investments as requested by GaHIN.
		4. The Contractor shall attend ad hoc due diligence meetings with investment managers and GaHIN staff.
1. **PROPOSAL RESPONSE FORMAT**
	1. GaHIN discourages overly lengthy and costly proposals, with proposals of **25** or fewer pages encouraged except where noted. In order for GaHIN to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

* + 1. All proposals must be completed and received via email by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.
		2. All proposals must be signed by an officer of the firm, legally authorized to bind the Offeror to the proposal. Proposals that are not properly signed may be rejected.
		3. Offerors must submit one (1) electronic copy of their proposal, including all attachments, written in a searchable PDF format and not exceeding 10 MB, by email to the POC listed on the cover page of this RFP.
		4. The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
		5. The cost proposal must be submitted with the proposal, as a separate PDF document not exceeding 5 MB, with a file name starting with “Cost Proposal”.
	1. An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be deemed non-responsive and will be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. The subject line of the email should be marked with “**Proposal for GaHIN Investment Management Services”.**
	2. All proposals must be organized and tabbed with labels for the following headings:
		1. **RFP Form**. The Cover Page form completed and signed.
		2. **Executive Summary.** The one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
		3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
			1. A complete narrative of the offeror's assessment of the work to be performed, the offeror’s ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
			2. A specific point-by-point response, in the order listed, to each requirement in Section 3 of the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
			3. A clear description of any additional options or alternatives proposed.
			4. A minimum of three (3) years of the Offeror’s audited financials (this information can be provided in an appendix and ***will not*** count against the 25-page limit)
		4. **References**. Provide the following information related to at least three previous and current service/contracts, performed by the offeror’s organization, which are similar to the requirements of this RFP. Provide this information for service/contract where the work has been performed in the past three (3) years. **At least one reference must be from a non-profit organization**.

			1. Name, address and telephone number of client/contracting entity and a representative of that entity who may be contacted for verification of all information submitted;
			2. Dates of the service/contract; and
			3. A brief, written description of the specific prior services performed and requirements thereof.
		5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.
1. **PROPOSAL EVALUATION AND AWARD PROCESS**
	1. After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal.
	2. Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
	3. The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
	4. GaHIN reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the organization.
	5. **Award:** GaHIN and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
		1. If GaHIN and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to GaHIN, GaHIN shall, either orally or in writing, terminate negotiations with the contractor. GaHIN may then negotiate with the next highest ranked contractor.
		2. The negotiation process may continue through successive offerors, according to GaHIN ranking, until an agreement is reached or the GaHIN terminates the contracting process.