

# Housing Authority of Savannah

1407 Wheaton Street Savannah, GA 31404



## **REQUEST FOR QUALIFICATIONS**

**No. (12272022)**

**For**

***Faircloth-to-RAD* Projects within the  
Boundaries of the City of Savannah**

Housing Authority of Savannah  
1407 Wheaton Street  
Savannah, GA 31404  
(912) 235-5800

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## SECTION 1: Introduction

### 1.1. INTRODUCTION

The Housing Authority of Savannah (hereinafter, “the Agency”) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Savannah and Chatham County, Georgia. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Savannah, it is a separate entity from the City.

Currently, the Agency owns and/or manages and/or is in partnership for: (a) 6 developments totaling 918 units of HUD public housing; (b) 4 Mixed-Finance / Mixed-Income developments totaling 654 units; (c) 350 Project-Based Rental Assistance (PBRA) Rental Assistance Demonstration (RAD) units; (d) 163 Project-Based Voucher (PBV) RAD units; and over 3,000 Section 8 Tenant Housing Vouchers. The Agency currently Agency approximately 90 employees

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured developers or owners of new multifamily rental construction, or multifamily properties requiring rehabilitation, who are interested in developing public housing units using HUD’s mixed-finance program with pre-approval to convert the units to a long-term Section 8 Contract. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

### 1.2 CONTACT/ACCESS INFORMATION AT A GLANCE

[Table No. 1]

AGENCY CONTRACTING OFFICER [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Earline W. Davis or her designee.]	Earline W. Davis, Executive Director Housing Authority of Savannah
AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to “Procurement Officer” or “(PO)” shall be a reference to Mr. Edwards.]	Carl M. Edwards, Procurement, Contract and Grants Administrator Telephone (912) 235-5800, x 115 E-mail: <a href="mailto:cedwards@savannahpha.com">cedwards@savannahpha.com</a> TDD/TTY: 800.545.1833 x 313
HOW TO ACCESS THE RFQ DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none"> <li>1. Access <a href="http://ha.economicengine.com">ha.economicengine.com</a> (no “www”).</li> <li>2. Click on the “Login” button in the upper left side.</li> <li>3. Follow the listed directions.</li> <li>4. If you have any problems in accessing or registering on the system, please call customer support at 1/866/526-9266.</li> </ol>
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL SUBMITTAL	Please see the following Section 6 on page 11 of this RFQ Document

~ END OF SECTION 1 ~

## SECTION 2: The Agency's Reservations of Rights

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- 2.1 Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
- 2.2 Right to Not Award.** Not award an Agreement pursuant to this RFQ.
- 2.3 Right to Terminate.** Terminate an Agreement awarded pursuant to this RFQ, at any time for its convenience upon ten (10) days written notice to the Developer/Owner(s).
- 2.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Developer/Owner") shall provide the services called for in this RFQ.
- 2.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 180 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 2.6 Right to Negotiate.** Negotiate fees proposed by the proposer entity.
- 2.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 2.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 2.9 Right to Prohibit.** At any time during the RFQ or Agreement process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [ha.economicengine.com](http://ha.economicengine.com) eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 2.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that Agency not obtained the documents from the eProcurement Marketplace.

~ END OF SECTION 2 ~

## SECTION 3: RFQ Purpose and Notices to Proposers

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### 3.1. **RFQ PURPOSE**

Using the Office of Public Housing Investments (OPHI) Mixed-Finance Program to develop new public housing units from its Faircloth Authority, the Housing Authority of Savannah (Agency) invites proposals by developers and owners of new multifamily rental construction, or multifamily properties requiring rehabilitation within the City of Savannah who are interested in developing public housing units with pre-approval to convert them to a long-term Section 8 (project based rental assistance) Agreement . The Agency recognizes the high demand for affordable housing within City's limits, therefore believes this Request for Qualifications (RFQ) will help the Agency advance its mission to create and preserve housing units that are affordable to very low income families. The Agency intends to consider proposals by developers and owners of multifamily real estate who possess the professional and administrative capabilities to provide the scope of services detailed below in Section 5.

The process described above Agency been established by the U.S. Housing and Urban Development Department (HUD) as "Faircloth-to-RAD" conversions streamlining and merging mixed-finance development and Rental Assistance Demonstration (RAD) conversions. In the process, the Agency desires to select multiple proposals that would altogether develop up to 200 Faircloth units and convert their assistance from public housing to project based rental assistance once the units have been entered into the PIH Information Center (PIC) after construction completion. Once proposals are selected and specific projects characteristics are known, the Agency will inform HUD of its interest in developing and converting units from its Faircloth Authority through the submission of a request for the Notice of Anticipated RAD Rents (NARR). To access guidance on Faircloth-to-RAD conversions, [click here](#).

### 3.2. **WRITTEN PROPOSAL**

The proposer shall provide a written proposal, fully compliant with all preceding instructions to Agency. Award may not be made to any proposer who Agency not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its proposal the ability to perform all Agreement requirements. Only information contained in a proposal or furnished by a Proposer during an oral presentation, if applicable, will be evaluated.

### 3.3. **DISCLAIMER**

This is a solicitation only; it is not an Agreement. The Agency shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All proposals submitted to and accepted by the Agency shall become the exclusive property of the Agency and shall not be returned. The Agency reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the Agency. The Agency is under no obligation to any Proposer until a Agreement is executed for the Services described herein.

### 3.4. **AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The Agency is the sole entity with the authority to issue and/or distribute any solicitation documents and/or information related thereto. All solicitation documents obtained from any source other than the Agency may be incomplete or incorrect. The Agency assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any solicitation documents not both issued and distributed by the Agency.

All Solicitation Documents shall be posted on the eProcurement Webpage: [www.housingagencymarketplace.com](http://www.housingagencymarketplace.com) and the Agency website: [www.savannahpha.com](http://www.savannahpha.com).

**3.5. ACCEPTANCE**

The submission of a proposal shall constitute acknowledgement and acceptance by the proposer of the requirements, specifications and terms and conditions specified herein.

**3.6. RESTRICTED DISCUSSIONS**

Proposers are prohibited from discussing this solicitation or any part thereof with any employee, agent, or representative of the Agency except as expressly authorized herein. The Agency may, in its sole discretion, reject the proposal submitted by any proposer who is in violation of this provision. All verbal statements and/or answers to questions relative to this solicitation shall not be considered binding, valid or enforceable.

**3.7. ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this solicitation in another form, may contact the Agency's Procurement Office by phone at (912) 235-5800 x115 or by email to [cedwards@savannahpha.com](mailto:cedwards@savannahpha.com).

~ END OF SECTION 3 ~

## SECTION 4: Solicitation Schedule and Information

### 4.1. SOLICITATION SCHEDULE.

Below is the schedule of events for this Solicitation. The Agency reserves the right to modify the solicitation schedule at any time as best may serve the interests of the Agency; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

Event	Date	Time
<b>Solicitation Issued</b>	December 27, 2022	N/A
<b>Deadline for Proposer Questions:</b> <i>See subsection 4.3 for additional information</i>	Questions must be received no later than the last day of each month. Questions received after the last day of the month will be considered in the following month.	by 5 pm
<b>Agency Answers to Questions Issued:</b> <i>See subsection 4.4 for additional information</i>	The Agency will respond appropriate questions, if any, by the 2 <sup>nd</sup> Tuesday of each month via addendum.	by 5 pm
<b>Submission and Evaluation Period for Project Proposal:</b> <i>See subsection 4.5 for additional information</i>	Proposals may be submitted during the last five (5) business days of each month for a period of six months beginning December 22, 2022 and ending at 3 pm on June 30, 2023.	by 3 pm

### 4.2. SUBMISSION OF PROPOSER QUESTIONS.

All questions regarding this Solicitation shall be submitted through the eProcurement system and shall be received by dates and times specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless the Agency, at its sole discretion, deems that a response to a question is necessary to clarify anything in the solicitation documents.

### 4.3. AGENCY'S ANSWERS TO PROPOSER QUESTIONS.

The Agency's answers to questions submitted by proposers will be posted by addendum on the above noted internet system on the dates specified in the solicitation schedule.

### 4.4. SUBMISSION DEADLINE.

Final date for submission of proposals is **June 30, 2023**, although proposals will be received and evaluated as soon as they are received, for a period of six (6) months beginning **December 27, 2022**. Proposals submitted after **June 30, 2023**, will not be accepted.

### 4.5. COST INCURRED IN PREPARING PROPOSALS.

Proposers will be responsible for all cost incurred in preparing a response to this RFQ. All materials and documents submitted will become the property of Agency and will not be returned. Any materials submitted that a Proposer(s) considers to be proprietary must be clearly marked as such to keep it out of the public record. Proposers selected for further interview or negotiations will be responsible for all costs incurred during these processes.



## SECTION 5: Scope of Work

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### 5.1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS.

The Housing Authority of Savannah (the “Agency”) anticipates that proposers responding to this solicitation will have proposed projects aiming to expand and/or preserve affordable housing in the City of Savannah. The Agency is open to multiple forms of proposed projects, the developer can propose multiple projects during the submission period, which may include:

- Existing land under the control of the proposer and appropriate for new construction;
- Acquisition of multi-family properties in need of rehabilitation;
- Existing affordable housing properties with recapitalization plans;

The Agency desires to select projects that will altogether deliver up to 200 “Faircloth-to-RAD” units within the boundaries of the City of Savannah. Each proposer is expected to submit one project for consideration of the Agency’s Evaluation Committee. Furthermore, the successful proposer must display extensive knowledge, and experience as outlined below:

#### A. Summary of Project Proposal Requirements:

- a. **Statement of Qualifications.** A narrative statement must be submitted by proposers describing their experience and/or knowledge with the mixed-finance and Faircloth-to-RAD programs, accompanied by a general description of the organization and current and past development initiatives. Provide a list of all development projects over the past ten years with name and location of development, number of units, and type of housing. Additionally, proposers must provide names and resumes of key personnel who will constitute the team working on the proposed project.
- b. **Project Description.** Proposers must provide all details pertaining to the units considered for construction or rehabilitation – their location, age, physical condition, current management structure, bedroom / bathroom mix by the number of units and unit types; square footage, common areas and community amenities, development budget and operating proforma containing proposed rent structure; narrative on planned sustainability (green) initiatives, if any;
- c. **Site Control.** Proposers must provide supporting documentation proving site control, such as ground lease, sale and purchase agreement, or title.
- d. **Site Plan.** Proposers must submit a conceptual site plan for new construction projects, and current site plan for existing properties slated for rehabilitation.
- e. **Needs Assessment.** A complete Physical Needs Assessment must be provided for all proposed rehabilitation projects.
- f. **Scope of Work.** A comprehensive list of items to be repaired or replaced accompanying any available drawing and specifications must be submitted by the proposer of rehabilitation projects.
- g. **Market Study.** A detailed market study providing rent comparables and a narrative on the recommended placement of “Faircloth-to-RAD” units in the specified community area for the proposed project. Information on area’s demographics and Qualified Census Tracts must be included ([2023 IRS Section 42 Qualified Census Tracts information here](#)).

- h. Property Ownership Status.** Submission of a complete organizational chart for the Owner Entity, existing or proposed, identifying status of entity as for-profit or nonprofit Owner.
- i. Assistance.** For existing affordable housing properties slated for rehabilitation, identify units receiving any type of rental assistance or operating subsidy (local, state, or federal sources, including project-based assistance). For new construction projects, proposers must provide narrative on other types of rental assistance being considered.
- j. Environmental Site Assessment.** For new construction, a complete Phase I Environmental Site Assessment must be submitted confirming environmental clearance.
- k. Appraisal.** Projects inclusive of acquisition must accompany an appraisal conducted by a Developer/Owner that holds a Certified General Appraisal License issued pursuant to the State of Georgia Real Estate Appraisers Board.

Below is a summary of requirements per type of proposal:

<b>New Construction</b>	<b>Rehabilitation</b>
Statement of Qualifications	Statement of Qualifications
Project Description including site location, proposed mix of units and unit types with square footage, proposed common areas and amenities, proposed management structure, complete development budget and operating proforma, green initiatives	Project Description including property location, age, physical condition, current mix of units and unit types with square footage, existing common areas and amenities, current management structure, complete rehabilitation budget and operating proforma, green initiatives
Site control documentation	Site control documentation
Conceptual site plan	Current site plan
Market Study	Physical Needs Assessment
Property ownership including proposed Owner Entity’s organizational chart	Scope of Work
Narrative on other proposed rental assistance	Market Study
Phase I Environmental Site Assessment	Property ownership including current Owner Entity’s organizational chart
Appraisal, if site acquisition is required	Identification of other types of rental assistance currently being received
	Appraisal, if property acquisition is required

**B. Routine Assignments.**

- a.** Attendance at meetings, regular or special, of the Board of Commissioners, as requested and when items associated with selected projects are on the agenda.
- b.** Conduct monthly meetings with Agency Development and /or Executive Staff to provide updates on the project.

**5.2. ADDITIONAL PROJECTS.**

The Agency reserves the right to, at any time during the ensuing partnership period, and without penalty to the partnering firms retained as a result of this RFQ, conduct additional competitive solicitations to retain additional projects when, in the opinion of the ED, it is in the best interests of the Agency to do so. Accordingly, the firms retained as a result of this RFQ shall have the right to also respond to any such additional solicitation process, if conducted.

**5.3. DEVELOPER/OWNER'S ON-SITE PERSONNEL.**

The selected firms and its Developer/Owners shall perform criminal history checks and drug screening tests on all personnel that perform work (either on-site or off-site) in partnership with the Agency, and, if the Agency so requests, the Developer/Owner shall provide the Agency such results. Such persons whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or any sexual offenses will not be employed on projects resulting from this RFQ. Such tests and screening shall be performed at the sole expense of the Developer/Owner. Agency reserves the right to request the removal of any Developer/Owner personnel from performing services for the Agency.

**5.4. CURRENT DEVELOPMENT PARTNERS(S)**

The Agency currently does not have partnerships specific for development of Faircloth-to-RAD units in the City of Savannah.

~ END OF SECTION 5 ~

## **SECTION 6: Proposal Format and Submission Instructions**

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### **6.1. TABBED PROPOSAL SUBMITTAL**

So that the Agency can properly evaluate the proposals received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted within Section 5 above. 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.

#### **A. Part A: Technical Proposal**

The Technical Proposal shall include material organized into sections as follows:

##### **a. 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.

##### **b. Form HUD-5369-C (8/93), Certifications and Representations of Proposers, Non-Construction Agreement.**

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.

##### **c. Profile of Firm Form**

The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.

##### **d. Project Requirements**

As more fully detailed within Section 5.1, *Scope of Proposal/Technical Specifications*, of this document, the proposer shall clearly provide individually labeled subsections for each one of the listed requirements, in accordance to project type (new construction or rehabilitation).

##### **e. Equal Employment Opportunity/Supplier Diversity.**

The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 6.5. herein pertaining to supplier diversity (e.g., small, minority-, and women-owned businesses).

##### **f. Consultant/Joint Venture Information (Optional Item).**

The proposer shall identify hereunder whether he/she intends to use any Consultants in the proposed projects, 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 Statement of Qualifications tab must also be included for any major Consultants (10% or more) or from any joint venture.

##### **g. Section 3 Business Preference Documentation (Optional Item).**

For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.

h. **Other Information (Optional Item).**

The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.

i. **Optional Tabs.**

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

j. **Proposal Submittal Binding Method.**

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

**B. Part B: Non-Price Proposal**

**A. No Fees Proposed**

No fees shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process.

a. **No travel Expense Allowed.**

As there are a suitable number of qualified firms in the Savannah, GA region, the Agency will not be negotiating any travel expense (e.g. airfare; rental cars; lodging; per diem; etc.), for the purpose of responding to this RFQ or participating in meetings.

**6.2. PROPOSAL SUBMISSION**

All hard-copy" proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) electronic copy one (1) original signature copy (marked "ORIGINAL") and four (4) exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs). The "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of Savannah  
Attn: Carl M. Edwards, Procurement Administrator  
RFQ No. 12272022 Faircloth-to-RAD Projects  
within the Boundaries of the City of Savannah  
1407 Wheaton Street  
Savannah, GA 31404**

**A. Exterior of the Submittal Package.**

The package exterior must clearly denote the above noted RFQ number and must have the proposer's name and return address. Proposals received after the deadline of June 30, 2023, will not be accepted.

**B. 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 the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry Agency not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**C. 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 the Agency, including the RFQ document, the documents listed within the following Section 6.6, 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 all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

**6.3. PROPOSER'S RESPONSIBILITIES – CONTACT WITH THE AGENCY**

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the CO only. Proposers must not make inquiry or communicate with any other Agency 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 the Agency to not consider a proposal submittal received from any proposer who Agency not abided by this directive.

**A. Addenda.**

All questions and requests for information must be addressed in writing to the CO. The CO 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 CO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFQ are made—between the Agency 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 CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer Agency already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

**6.4. PROPOSER'S RESPONSIBILITIES – EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY.**

Both the Developer/Owner and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and Consultants.

**A. Within 2 CFR §200.321 it states:**

- a. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- b. **(a)** The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- c. **(2)** Affirmative steps must include:
  - (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6)** Requiring the prime Developer/Owner, if Consultants are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**B. Within HUD Procurement Handbook 7460.8 REV 2 it states:**

- a. **Section 15.5.A. Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency Contracting.
- b. **Section 15.5.B. Goals.** The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . Contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority Contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**C. Within our Agency Procurement Policy it states that our Agency will:**

a. **Assistance to Small and Other Business, Required Efforts:**

- Including such firms, when qualified, on solicitation mailing lists;

- Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in Agreements, to the greatest extent feasible, a clause requiring Developer/Owners, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low- income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and
- Requiring prime Developer/Owners, when subcontracting is anticipated, to take the positive steps listed above.

**D. Requirements**

Accordingly, please see Section 6.1 (g) herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

**6.5. Recap of Attachments.**

It is the responsibility of each proposer to verify that he/she Agency downloaded the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

[Table No. 2]

DOCUMENT NO.	ATTACHMENT	ATTACHMENT DOCUMENT
1.0	-----	This RFQ Document
2.0	A	Form of Proposal
3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Proposers, Non- Construction Agreement</i>
4.0	C	Profile of Firm Form
5.0	D	Section 3 Form Submittal Form
5.1	D-1	Section 3 Explanation
6.0	E	Form HUD-5369-B (8/93), <i>Instructions to Proposers, Non- Construction</i>
7.0	F	Agency Supplemental Instructions to Proposers & Developer/Owners (SIPC)
8.0	G	Agency Sample Agreement Form (PLEASE NOTE: This Agreement and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing Agreement any



		additional clauses that the Agency feels it is in its best interests to do so.
<b>8.1</b>	<b>G-1</b>	Sample Agreement Appendix No.1: Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Agreement's Section I (With or without Maintenance Work)</i>
<b>8.2</b>	<b>G-2</b>	Sample Agreement Appendix No. 2: (HUD 92010) Equal Employment Opportunity Certification
<b>8.3</b>	<b>G-3</b>	Sample Agreement Appendix No. 3: <i>Section 3 Plan</i>
<b>8.4</b>	<b>G-4</b>	Sample Agreement Appendix No. 4: (HUD 50071) Certification of Payments to Influence Federal Transactions
<b>8.5</b>	<b>G-5</b>	Sample Agreement Appendix No. 5: <i>Georgia E-Verify Affidavit</i>
<b>9.0</b>	<b>H</b>	What your Business Needs to Know About Georgia's E-Verify Requirements (NOTE: Not a Agreement appendix; attached for informational purposes only pertaining to the preceding identified Agreement Appendix No. G-4 herein.)

~ END OF SECTION 6 ~

## SECTION 7: Evaluation Criteria and Selection Process

### 7.1. EVALUATION FACTORS

The following factors will be utilized by the Agency 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:

[Table No. 4]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Subjective (Technical)	Evidence of the proposers <b>DEMONSTRATED ABILITY TO IMPLEMENT THE PROJECT</b> as indicated by profiles of the principals' and staffs' professional and technical competence and experience.
2	20 points	Subjective (Technical)	Evidence of project <b>READINESS and FEASIBILITY</b> as demonstrated by required documentation (availability of sources / financial commitments; environmental clearance; evidence of site control; forecasted financial performance; availability of plans and specifications, among others).
3	20 points	Subjective (Technical)	Evidence of the proposers <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> in terms of cost control, quality of work, and compliance with performance schedules, and utilization of green design and technologies.
4	10 points	Subjective (Technical)	Submission of a <b>COMPLETE PROPOSAL</b> with all requirements as listed in Section 5.1.
5	10 points	Subjective (Technical)	Proposals participating in green building programs that will result in <b>ENVIRONMENTAL SUSTAINABILITY</b> .
6	10 points	Subjective (Technical)	Projects located in <b>QUALIFIED CENSUS TRACTS (QCT)</b> , therefore contributing to communities with a larger proportion of low income residents.
7	10 points	Subjective (Technical)	The <b>OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE</b> of the <b>PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
	100 points		<b>Total Points (other than preference points)</b>

\*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.

#### A. Preference Evaluation Factor.

The following factors will be utilized by the CO to evaluate each proposal submittal received:

(1) NO.	(2) MAX POINT	(3) FACTOR TYPE	(4) FACTOR DESCRIPTION
8		Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
8a	15 points		<b>Priority I, Category 1a.</b> Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
8b	13 points		<b>Priority II, Category 1b.</b> Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3- covered housing development.
8c	11 points		<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
8d	9 points		<b>Priority IV, Category 2b.</b> Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
8e	7 points		<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
8f	5 points		<b>Priority VI, Category 4a.</b> Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
8g	3 points		<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
8h	15 points		<b>Maximum Available Preference Points (Additional)</b>
	115 points		Total Possible Points

## 7.2. EVALUATION METHOD.

Below is the anticipated selection process for this Solicitation:

### A. Review for Responsiveness

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

**B. Evaluation Packet**

An evaluation packet will be prepared for each evaluator, including the following documents:

- a. Instructions to Evaluators;
- b. Proposal Tabulation Form;
- c. Written Narrative Form for each proposer;
- d. Recap of each proposer’s responsiveness;
- e. Copy of all pertinent RFQ documents.

**C. Evaluation Committee**

The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” 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. As detailed within Section 6.3 of this document, the designated CO is the only person at the Agency 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.

**D. Evaluation**

The CO will evaluate and award points pertaining to Evaluation Factors No. 8 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1 through 7 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

a. **Points Awarded Range**

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFQ are shaded—please also see the Evaluation Factors detailed within the preceding Section 6.3):

[Table No. 5]

PONITS AWARDED RANGE									
Classification*	Rating	%	5	10	15	20	25	30	100**
Acceptable	Excellent	95 %/+	5	9-10	13-15	17-20	21-25	24-30	95-100
Acceptable	Very Good	90 %/+	4	7-8	10-12	13-16	16-20	19-24	90-94
Potentially Acceptable	Good	80 %/+	3	5-6	7-9	9-12	11-15	13-18	80-89
Potentially Acceptable	Average	70 %/+	2	3-4	4-6	5-8	6-10	7-12	70-79
Unacceptable	Poor	<70 %	1	1-2	1-3	1-4	1-5	1-6	0-69

\*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

\*\*Total available points to be awarded, including cost points, minus preference points.

**E. Potential "Competitive Range" or "Best and Finals" Negotiations.**

The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**F. Determination of Top-ranked Proposer.**

Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Agreement negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

**a. Minimum Evaluation Results.**

To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 6.3 herein).

**b. 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."

**G. Notice of Results of Evaluation.**

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- a. Which proposer received the award;
- b. Where each proposer placed in the process as a result of the evaluation of the proposals received;
- c. The cost or financial offers received from each proposer;
- d. Each proposer's right to a debriefing and to protest.

**H. 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 Agency evaluation committee. Similarly, all persons having ownership interest in and/or Agreement with a proposer entity will be excluded from participation on the Agency evaluation committee.

~END OF SECTION 7~

## **SECTION 8: Solicitation and Agreement Terms and Conditions**

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Agreement:

### **8.1. ACCEPTANCE AND REJECTION OF PROPOSALS**

The Agency reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the Agency. The Agency may reject the Proposal of any Proposer in arrears or in default to the Agency on any Agreement, debt, or other obligation.

### **8.2. ACCURATE INFORMATION**

The Proposer certifies that all information provided or to be provided to the Agency is true and correct and may be relied upon by the Agency in awarding the Agreement. Any false and/or misleading information is cause for the Agency to reject the Proposer's Proposal or to terminate the Agreement if awarded to the Proposer. Such rejection or termination shall relieve the Agency of any direct or consequential damages or costs incurred by the Proposer.

### **8.3. ADDENDA AND AMENDMENTS**

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Proposer to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

### **8.4. ALTERNATE PROPOSALS**

The Proposer is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

### **8.5. ASSIGNMENT OF THE AGREEMENT**

The Agency's rights under the Agreement are personal to the Owner/Developer. It is mutually understood and agreed that the Developer/Owner shall not assign, convey, sublet, transfer or otherwise dispose of its Agreement or its right, title or interest therein, or its power to execute the Agreement, to any other person without the express written consent of the Agency; however, in no case shall such consent relieve the Developer/Owner from its obligations under the Agreement, or change the terms and conditions of the Agreement.

### **8.6. BINDING PROPOSAL**

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the Agency by a Proposer of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the Agency at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

### **8.7. CHANGES IN GOODS AND/OR SERVICES**

The Agency, without invalidating the Agreement, may order changes in the goods and/or services

within the general scope of the Agreement, consisting of additions, deletions and/or other revisions, and the Agreement sum and term shall be adjusted accordingly. Any cost or credit to the Agency from a change in Services shall be determined by mutual written agreement between the Agency and the Developer/Owner. The Developer/Owner shall provide all of the goods and services that may be required to complete the Agreement at the price agreed upon. Any alterations of variables to the terms of the Agreement shall not be valid or binding upon the Agency unless made in writing and signed by the Agency and the Developer/Owner.

#### **8.8. CONFIDENTIALITY**

- A. The Agency agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Proposer in strictest confidence. The Proposer shall specify in writing to the Agency the information and/or material the Proposer deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Proposer agrees that all knowledge and information it may receive from the Agency or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Agreement, if awarded the Agreement, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the Agency Agreement Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by the Agency as being "confidential" or "privileged".

#### **8.9. AGREEMENT AWARD**

After approval by the Board, the selected Respondent will be invited to enter into a period of exclusive negotiations with the goal of arriving at a mutually acceptable agreement. The Agency will then enter into this agreement with the selected developer to refine the concepts presented in the response, to fully detail proposed financing approaches and to develop a clearly articulated development plan.

#### **8.10. AGREEMENT DISPUTES**

Any and all disputes arising under the Agreement, except under the provisions for termination, which are not disposed of by agreement between the Agency and the Developer/Owner, shall be

decided under procedures A-D listed below. Pending final resolution of a dispute, the Developer/Owner shall proceed diligently with Agreement performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Agreement not disposed of by agreement or express provision of the Agreement arising between the Agency and the Developer/Owner after performance of the Agreement Agency commenced but before final payment and termination of the Agreement, are decided by the Agency Contracting Officer.
- B. The Agency Contracting Officer must give the Developer/Owner not less than three (3) working days to submit documentation and written reasons supporting the Developer/Owner's position in the dispute. The Agency Contracting Officer may consider any other information or written submissions from Agency employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The Agency Attorney may participate in the hearings to protect the Agency 's interest.

- C. The Agency Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Developer/Owner and the Agency Attorney. If the decision is mailed to the Developer/Owner, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Developer/Owner.
- D. The Agency Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

**8.11. DISSEMINATION OF DATA**

The Developer/Owner shall not release any information related to the Services under the Agreement or publish any reports or documents related to the same without the prior written approval of the Agency. The Developer/Owner shall include a similar provision in all sub-agreements.

**8.12. EMPLOYMENT AS INDEPENDENT DEVELOPER/OWNER**

The Agency and the Developer/Owner recognize and agree: (i) that the Developer/Owner shall act as an independent Developer/Owner to the Agency; (ii) that the Agreement does not create any actual or apparent Agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Developer/Owner shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Agreement; and (v) that the Agency shall not be liable for any insurance, taxes, or withholding for or on behalf of the Developer/Owner; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Developer/Owner.

**8.13. ERRORS IN PROPOSALS**

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the Agency and may be cause for the Proposal to be deemed non-responsive.

**8.14. FORCE MAJEURE**

The Agency and the Developer/Owner acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Agreement is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

**8.15. IMMIGRATION REFORM AND CONTROL ACT**

The Developer/Owner shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Agreement, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Developer/Owner shall further assure the Agency that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**8.16. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in the terms and conditions of any Agreement



supplied by the Developer/Owner, the conditions of this Solicitation and the Agreement supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Agreement, the provisions of the Agreement shall take precedence over and supersede those provisions in the event of any inconsistency.

**8.17. INDEMNIFICATION**

The Developer/Owner shall indemnify and hold harmless the Agency, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Developer/Owner, its employees, agents; and

**8.18. LATE PROPOSALS**

It is the responsibility of the Proposer to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.1–4.5 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The Agency assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

**8.19. LAWS AND REGULATIONS**

The Developer/Owner shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Agreement.

**8.20. MODIFICATIONS TO PROPOSALS**

The Proposer may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The Agency shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled “Modified Proposal”.

**8.21. NO LIENS**

The Developer/Owner shall have no title or interest in any of the goods delivered to the Agency under the Agreement. In no event shall the Developer/Owner encumber any such goods delivered to the Agency with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Developer/Owner shall, upon completion of the Services, provide the Agency with a Release of Liens from any subcontractors or other supplier.

**8.22. NO WAIVER**

Except as otherwise specifically provided in the Agreement, a waiver by either party to the Agreement of any breach of any provision of the Agreement, or either party's decision not to

invoke or enforce any right under the Agreement, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Agreement shall remain in force.

### **8.23. NON-DISCRIMINATION REQUIREMENTS**

**A.** The Developer/Owner acknowledges and agrees that during the term of the Agreement it shall:

- a. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- b. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- c. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion,

ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Developer/Owner agrees to use clauses similar to those above in all Agreements. In the event the Developer/Owner fails to comply with the nondiscrimination clauses of the Agreement, or fails to include such provisions in all Agreements, as hereinabove provided, the Agreement may at the sole discretion of the Agency be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Developer/Owner against the Agency or its officials or employees, and the Developer/Owner may be declared ineligible for further Agreements with the Agency.

**B.** Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to Agency Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Developer/Owner shall permit access to their books, records and accounts. In the event the Agency Contracting Officer concludes, on the basis of such investigation, that the Developer/Owner Agency failed to comply with these nondiscrimination clauses, the Agency Contracting Officer may invoke the remedies hereinabove set out.

### **8.24. NONEXCLUSIVE**

Nothing in the Agreement shall be deemed to act as a bar to the Agency's solicitation or purchasing of equipment, goods or services from any other company or entity.

### **8.25. OWNERSHIP OF MATERIALS**

Unless otherwise agreed in writing by the Agency and the Developer/Owner, any work,

specifications, information, data, drawings, software and other items produced under the Agreement, other than any Developer/Owner Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the Agency.

**8.26. PROMPT RETURN OF AGREEMENT DOCUMENTS**

Any and all documents required to complete the Agreement, including Agreement signature by the successful proposer, shall be provided to the Agency within ten (10) business days of notification by the Agency.

**8.27. RECORDS**

A. The Developer/Owner shall retain any and all records and documents relating to the Services under the Agreement for a minimum of two (2) years following payment of the Developer/Owner's final undisputed proper invoice for the complete rendered Services. The Developer/Owner shall make available to the Agency, State of Georgia and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Agreement at any time during normal business hours, as often as the AGENCY deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

B. The Developer/Owner shall include similar provisions in all released Agreements.

**8.28. RIGHT TO NEGOTIATE FINAL FEES**

The Agency shall retain the right to negotiate the amount of fees that are paid to the Developer/Owner, meaning the fees proposed by the top rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.

**8.29. SOLICITATION DOCUMENTS**

The Proposer is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Proposer shall make an inquiry as to such meaning and/or intent. The failure of the Proposer to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Proposer of its obligations under the Agreement, if awarded to the Proposer. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Proposer fully understands everything in the Solicitation Documents.

**8.30. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the Agency Contracting Officer. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**8.31. SURVIVAL**

The representations, warranties and indemnities contained herein shall survive the termination of the Agreement.

**8.32. TERMINATION****A. Termination for Cause**

- a. If through any cause, the Developer/Owner fails to fulfill in a timely and proper manner its obligations under the Agreement, or if the Developer/Owner violates any of the provisions of the Agreement, the Agency may upon written notice to the Developer/Owner, terminate the right of the Developer/Owner to proceed under the Agreement or with such part or parts of the Agreement to which there Agency been default, and may hold the Developer/Owner liable for any damages caused the Agency by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Agreement may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Developer/Owner.
- b. In the event of termination, any completed Services performed by the Developer/Owner under the Agreement shall, at the option of the Agency, become its property and the Developer/Owner shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Developer/Owner, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the Agreement by the Developer/Owner, and the Agency may withhold any payments to the Developer/Owner for the purpose of setoff until such time as the amount of damages due the Agency from the Developer/Owner is determined. The Developer/Owner shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Agency from terminating the Agreement for such delay.

**B. Termination for Convenience**

- a. The Agency may, upon written notice and without cause, terminate the Agreement in whole or in part at any time for its convenience. In such instance, payment shall be made to the Developer/Owner for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Developer/Owner or suppliers. Failure of the Developer/Owner to include a termination for convenience clause into its Agreements and material purchase orders shall not result in any liability to the Agency for lost profits in conjunction with a termination for convenience.
- b. The Developer/Owner expressly waives any damages, delay damages, or indirect costs which may arise from the Agency's election to terminate the Agreement in whole or in part for its convenience.

**C. Termination for Non-Appropriation of Funds**

The Agency shall not be obligated to the Agreement for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the Agency may, upon written notice, terminate the Agreement in whole or in part and without penalty or expense to the Agency. The effect of such action shall terminate the Agreement on the last day of the fiscal year for which appropriations were made.

**8.33. USE OF BROKER**

The Proposer warrants that no person or selling Agency been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For violation of this provision, the Agency shall have the right, in its sole discretion: (i) to terminate or suspend the Agreement without liability to the Agency, its officials or employees; or (ii) to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**~ END OF SECTION 8 ~**

## SECTION 9: Special Terms and Conditions

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### 9.1. INSURANCE

- A. The Developer/Owner shall, at all times during the term of the Agreement, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- a. **Automobile Insurance.**  
An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$2,000,000. 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 \$250,000/\$500,000 and medical pay of \$5,000.
  - b. **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 \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
  - c. **General Liability Insurance.**  
An original certificate evidencing General Liability coverage, naming the Agency as an **additional insured**, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of 1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
  - d. **Workers Compensation Insurance.**  
An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Developer/Owner that Agency employees other than just the owner working on-site to provide the services);
- B. Prior to award (but not as a part of the proposal submission) the Developer/Owner and any subsequent Consultants will be required to provide the Agency with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the Agency as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Developer/Owner's insurers to provide the Agency with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the Agency for thirty (30) days after such written notice is given.
- C. The Developer/Owner acknowledges and agrees that its failure to provide the Agency with a certificate of insurance and/or the failure by the Agency to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the

Developer/Owner shall hold the Agency harmless from any liability arising as a result of any such failure(s).

**9.2. LICENSING REQUIREMENTS**

Prior to award (but not as a part of the proposal submission) the Developer/Owner and any subsequent sub-Developer/Owner will be required to provide:

a. **City/County/State Business License.**

If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Savannah, Chatham County, and/or the State of Georgia. All necessary documentation to prove ability to perform as an attorney in the State of Georgia.

b. **Profile of Firm Form.**

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH CERTIFICATES WITHIN THE SUBMITTAL—we will garner the necessary certificates from the Developer/Owner prior to Agreement execution).

c. **Consultant Documentation.**

The Agency reserves the right to require all Consultants identified by the successful proposer's as working under this Agreement, to meet the same licensing and insurance requirements and complete all the same forms required of the proposer.

d. **Certificates/Profile of Firm Form.**

Pertaining to the aforementioned (within Sections 9.1) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to Agreement execution).

**9.3. DEVELOPER/OWNER'S CAPACITY**

The Developer/Owner shall have the capacity to perform the requested services. The Agency may request documentation to verify the Developer/Owner's capacity during the proposal evaluation process.

**9.4. HOLIDAYS (OBSERVED)**

The AGENCY observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day

**9.5. POST AWARD CONFERENCE (AGREEMENT KICKOFF MEETING)**

The Developer/Owner agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the Agency.

**9.6. UNAUTHORIZED USE OF AGENCY EQUIPMENT**

The Developer/Owner's personnel shall be prohibited from, at any time, use of Agency equipment unless authorized by the Agency, including the use of non-pay telephones for any purposes other than a local emergency call.

**~ END OF SECTION 9 ~**



**SECTION 10: Attachments and Exhibits**

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**REQUEST FOR QUALIFICATIONS**

**No. 12272022**

***Faircloth-to-RAD* Projects  
within the Boundaries of the  
City of Savannah**

**Attachment A-H**

**Required Forms**  
**Housing Agency Marketplace**  
**<https://ha.internationaleprocurement.com>**