



Request for Qualifications

Sustainable Fellwood
Phase V Development Team

Housing Authority of Savannah
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PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of Savannah** (“HAS” or “the Authority”) is seeking Statements of Qualifications from interested development teams for the completion of the development of Phase Five of the HAS Mixed Finance Development Program for Fellwood Homes and Fellwood Homes Annex.

The selected Development Team, working in concert with HAS and the City of Savannah, will be responsible for design, development and long term management of Phase Five.

The HAS selection process under this Request for Qualifications (RFQ) will result in awarding development rights for Phase Five to a Developer. HAS will enter into property management agreements, land lease or other appropriate disposition of land with the Phase Five Developer to design, build and finance Phase Five. It is the intent of HAS to enter into a contract for the development of Phase Five.

The selected Phase Five Developer will be responsible for all design, planning, financing, any additional pre-development and final development activities in coordination with HAS. Interested individuals, firms or entities with experience in the development of commercial real estate are encouraged to respond to this Request for Qualifications.

1.2 ORGANIZATIONAL BACKGROUND

The Housing Authority of Savannah was created under the Housing Act of 1937 for the purpose of providing decent, safe and sanitary housing to the low and moderate-income residents of Savannah. Currently, HAS owns and manages units of public housing and administers Section 8 Housing Assistance Vouchers.

A five member Board of Commissioners, authorized by laws of the State of Georgia and appointed by the Mayor of Savannah, is responsible for the development of housing policy and the authorization of expenditures. Two resident leaders serve as non-voting advisors to the Board of Commissioners. Organizational operations and planning strategies are the responsibility of the Executive Director.

In an effort to change the face and character of public housing in Savannah, the Housing Authority has embarked on an aggressive plan for the revitalization of its most undesirable properties. The redevelopment of the Fellwood Homes neighborhood represents a comprehensive approach to creating new viable housing opportunities for residents of Savannah.

1.3 FELLWOOD HOMES

Founded in 1733, Savannah is located atop a panoramic bluff along the south bank of the Savannah River. General James Oglethorpe designed the city after a Roman military encampment with streets laid out in a grid pattern and 21 public squares at regular intervals. Since the restoration of Savannah’s historic district, these squares have become the city’s jewels, offering residents the tranquility of green space, the cover of live oaks and significant

monuments at the heart of downtown. Today, handsome old row houses and freestanding Victorian homes of brick and stucco with ornate front stoops and shuttered windows line the squares.

In 1940, construction of Savannah's first public housing community began. Fellwood Homes was built in two phases, over a period of 12 years. Phase I of Fellwood Homes began in 1940, with the construction of fifty-two buildings on 15.7 acres. In 1952, Phase II construction began with the addition of thirty-three buildings on 10.92 acres, known as Fellwood Homes Annex. Fellwood Homes and Fellwood Homes Annex had a total of 303 apartments, one administration building, 920 square feet of walkways and 1,342 square feet of parking lots, driveways and roadways.

In March 2005 HUD authorized the Housing Authority of Savannah to demolish Fellwood Homes and Fellwood Homes Annex. HAS then began the process to redevelop this property.

1.4 REDEVELOPMENT OF FELLWOOD HOMES

On March 20, 2008 HAS and Melaver Sustainable Fellwood, LLC entered into a Development Agreement for the Mixed Finance Redevelopment of Fellwood Homes and Fellwood Homes Annex (hereinafter referred to as "Master Development Agreement" or "MDA"). The MDA described six phases of development. The six phases of development are:

1. **Pre-development Phase** – The predevelopment phase consisting of demolition and site restoration by the Authority in order to produce a clean and buildable site.
2. **Development Phase One** – Phase One is the development and construction on the Fellwood Site of 110 units of multi-family rental housing, together with related parking, recreational amenities, landscaping, utilities and street improvements.
3. **Development Phase Two** – Phase Two consists of 110 units of multi-family rental housing together with related parking, recreational amenities, landscaping, utilities and street improvements.
4. **Development Phase Three** – Phase Three, the Senior Housing Complex, is a 100 unit elderly-only facility.
5. **Development Phase Four** – Phase Four consists of thirteen (13) affordable single family homes. Families whose incomes are at or below 120% of the local median income qualify for the affordable homes as first-time homebuyers.
6. **Development Phase Five** – Phase Five is the proposed mixed-use component in the development, which is to consist of a combination of retail, commercial, office space and if feasible market rate residential condominiums.

The Pre-development Phase and Development Phase One are complete. Development Phases Two and Three are close to completion. In Development Phase Four eight of the thirteen single family homes have been constructed. No work has begun on Phase Five. Melaver Sustainable Fellwood, LLC is no longer the Developer for Phase Five and its obligations under the MDA for the development of Phase Five have been terminated. The Authority now seeks a Developer for Phase Five.

PART II – PROJECT SCOPE

2.1 OVERVIEW

The Phase Five Developer will be required to work closely with HAS, the City of Savannah, the former Fellwood Homes residents, neighborhood associations, and other community stakeholders throughout the commercial/retail development effort.

Once selected, the successful respondent will make a good faith effort to quickly enter into a development agreement with HAS to develop Phase Five. A Memorandum of Understanding or other such “early start” agreement will be negotiated as needed to enable the selected Developer to complete all necessary pre-development activities. The following items will be addressed in the Scope of Services to be included in the development agreement:

Phase Five Planning. The Phase Five Developer will be responsible for developing a Phase Five Plan in coordination with HAS and other designated stakeholders. A preliminary conceptual plan shall be developed, approved by HAS and subsequently presented to the identified stakeholders for feedback and input.

Market Analysis and Appraisal. The selected developer will also be responsible for any market analysis and appraisals to develop and obtain financing for the Phase Five Development.

Design/Approvals. The selected respondent will be responsible for the development of design and construction documents in accordance with the design criteria set forth further in this document, and obtain HAS approval and if required HUD approval. The Phase Five Developer will also be responsible for obtaining City permits and approvals and any other approvals that may be required.

Financing. The Phase Five Developer must obtain private financing and structure any public financing in a timely and cost effective manner, including the preparation of all necessary financing applications. The development team must also work with HAS in the preparation of any disposition applications, and other applicable documents necessary and provide all evidentiary materials, necessary financial guarantees and assurances as required.

Coordination. All development activities, including reporting and budget requirements must be coordinated throughout the life of the project and the developer must assure the maximum feasible contribution to the overall revitalization program for the Phase Five site.

Resident/Local Employment and Contracting. A comprehensive Section 3 employment program must be developed and implemented, as well as other policy objectives aimed at improving the economic circumstances of individuals, households and companies in the city of Savannah and Chatham County.

Construction. The Phase Five Developer must oversee and provide appropriate guarantees for the completion of the project in a timely and cost effective manner and ensure that all occupancy permits and necessary approvals are obtained after construction for timely operation of the development. The Phase Five Developer must submit a procurement process that meets the overall redevelopment goals for review and approval by HAS.

Property Management. The development team must include an experienced property manager of commercial/retail rental property who will manage the property in a professional manner.

Marketing Plan. The developer is expected to create an effective lease-up strategy to obtain rapid initial occupancy and maintain ongoing high occupancy.

2.2 DEVELOPMENT COMPONENTS

It is now envisioned that the development of Phase Five will include retail, office and commercial space. Market rate residential condominiums are a possibility. The Phase Five Plan to be developed by the selected applicant will identify these uses.

Qualified applicants must have experience in the development and management of commercial/retail sites and/or assemble a development team in which member firms or individuals have extensive commercial development and management experience. The ability to coordinate such an undertaking must be clear from the qualifications submitted. The selected developer will be required to provide a detailed organizational chart, which clearly identifies the experiences, roles and responsibilities of each team member. A single point of reference will be required for ease of communication between the Phase Five Developer and HAS.

The Phase Five Developer will also be responsible for all additional final predevelopment activities associated with the project. These responsibilities may include, but are not limited to, final market studies needed to obtain financing, land and utility location surveys; engineering design of all Phase Five infrastructure improvements, soil borings and test piles; traffic and circulation studies; and any additional required environmental reviews.

2.3 RESIDENT PROGRAMS

The Phase Five Developer will be required to develop and implement a Section 3 Program, which requires that contractor(s) working on the site provide economic opportunities for public housing income eligible persons. Detailed requirements under Section 3 are discussed further in this Request for Qualifications.

2.4 FINANCING

It shall be the responsibility of the Phase Five Developer to arrange for private equity and debt financing and to secure all financial commitments necessary to successfully complete the total development (hard and soft costs) of Phase Five. **NO HAS FUNDS WILL BE AVAILABLE FOR PHASE FIVE DEVELOPMENT.**

HAS's role can take several forms; it is up to the developer to propose suggestions as to what that role might be and how HAS can receive a return on its investment.

2.5 OWNERSHIP STRUCTURE(S) AND LAND CONTROL

HAS will allow for maximum flexibility in the structuring of its relationship with the Phase Five Developer. The Phase Five Developer will explore ways for HAS to participate in the Phase Five

development. HAS's interest in Phase Five will be negotiated, upon selection of the Phase Five Developer.

2.6 DEVELOPMENT AGREEMENT

Once selected, the Phase Five Developer will make a good faith effort to quickly enter into a Development Agreement with HAS to develop Phase Five. A Memorandum of Understanding or other such "early start" agreement will be negotiated as needed to enable the selected Developer to complete any necessary pre-development activities. These agreements will cover all activities undertaken by the developer. The Phase Five Developer will be required to submit a detailed development plan within sixty (60) days from the date of notification of selection. This detailed plan shall serve as the basis for negotiating the final Development Agreement.

The Development Agreement will provide the detailed requirements, responsibilities and obligations of both parties including, but not limited to, compliance with all related federal regulations. The Development Agreement will also include provisions related to design, plans, specifications, construction, and schedule. The proposed ownership interest and land control will also be detailed in the Development Agreement.

2.7 DESIGN AND CONSTRUCTION

The selected Phase Five Developer must have, as a member of the team, an architect and a general contractor both licensed in the State of Georgia, who may be affiliates, employees or subcontractors of the developer. The selected architect will be responsible for obtaining certification for all documents related to design and construction. The general contractor(s) will construct, or procure construction, of all structures. The design and construction shall comply with LEED Gold standards. The Phase Five Developer will oversee construction; ensure completion in a timely and cost effective manner; and ensure that all required occupancy permits and other necessary approvals are obtained after construction completion.

Under this Development Program, contractors will be required to pay prevailing Davis Bacon Wage Rates. This requires that wages be paid at a rate not less than prevailing wage rates for corresponding classes of employees on construction of similar character in the locality in which the work is performed, as determined by the Secretary of Labor.

2.8 PROPERTY MANAGEMENT

A private professional property manager will manage Phase Five. Development Teams responding to this Request for Qualifications must include a property management firm as part of the Development Team. This identified property management firm will be qualified as part of the Developer selection process.

The property manager shall serve as the property management firm for Phase Five and perform all the duties and responsibilities normally associated with management of commercial real estate and shall cause the buildings, appurtenances and grounds to be maintained and secured according to standards acceptable to HAS.

PART III - SUBMISSION REQUIREMENTS

3.1 METHOD OF SOLICITATION

HAS is asking developers for professional qualifications to develop the Phase Five Site and other components identified in this RFQ. HAS is requesting conceptual plans from Development Teams on how they would develop the site at this time. It is the intent of HAS to select a Phase Five Developer, based on qualifications and conceptual plan, and enter into negotiations with the selected Developer for the Phase Five development.

3.2 CONTENT OF SUBMISSION

Respondents must submit the following documentation in the order listed, which will serve as the **Statement of Qualifications**.

1. A narrative statement describing the respondents' knowledge and/or experience with commercial development.
2. A description of the team's approach to the development process including identification of key milestones and the average timetable for each major task. (Limit two pages).
3. A general description of the Developer's organization and current and past development activities. Identify projected and actual development schedules as well as projected and actual development budgets highlighting deviations and explaining changes in schedules and budgets. Please provide the same information for each separate entity that comprises the development team.
4. A description of the scope and nature of commercial development experience. Provide a listing of all development projects over the past ten years with the following information: name and location of development; team members directly involved, including corporate and individual; total project development costs; total project construction costs; commencement and completion dates; name and complete contact information of client/owner; and, any ongoing professional relationship that continues to exist with the development.
5. Names and resumes of key personnel who will constitute the Development Team under this request, including the architect, engineer, general contractor, construction manager, and property management firm. This shall include, but not be limited to: an organizational chart providing the identity of interest corporations that will participate in this project; Directors and Officers of each identified corporation; disclosure of any overlapping ownership or directorship interests and/or of any conflicts; subcontractors or other affiliated participants with a description of their relationship; a narrative statement describing previous collaboration and/or interaction of team members; and, the address of the principal office and branch offices, if any. Indicate the percentage of time devoted to this project for each identified individual and their relationship in the Respondent's organization.

6. The Redevelopment of Fellwood and Fellwood Homes Annex is a “sustainable” development. The submission must provide a detailed description of the proposed development of Phase Five in a sustainable manner, in accordance with LEED Gold standards and seeking to obtain LEED Gold certification.
7. Three (3) corporate references containing at least one banking reference, and two current or recent client references. Three professional references for each legal entity and individual proposed as part of the development team.
8. A plan for Disadvantaged Business Enterprise (DBE) participation that includes a goal of 30% utilization of DBEs in the overall project. Include the specific actions to be taken to achieve this goal and evidence of success in utilization of DBEs in recent contracts in other locations.
9. A Section 3 plan that identifies the specific actions to be taken to offer employment to residents of public housing and evidence of Section 3 success in recent contracts in other locations. The plan should identify specific job classifications and numbers of positions to be offered under the Section 3 Program. In addition, the Developer should also identify specific actions to be taken to insure that Section 3 business have the opportunity to contract with the Developer in the implementation of this project. The Developer should also identify specific actions that will be taken to insure that MBE/WBE goals are met.
10. A statement not to exceed two (2) pages in length describing the development team’s knowledge and familiarity with West Savannah and in particular, the issues affecting said area.
11. All forms attached and/or required to be attached to the Statement of Qualifications as throughout this request, including but not limited to: Forms HUD 5370-A; HUD 5369-A; HUD 5369-B; Full Disclosure Statement (Form No. 361); Equal Opportunity Statement; Non-Collusive Affidavit. (*Forms may be downloaded from www.hudclips.org/forms/.*)
12. The most recent audited annual corporate financial statements and unaudited year to date financial statements for the most recent month end for all entities comprising the development team. These documents shall be submitted in a sealed envelope clearly marked “confidential”.

3.3 DIRECTIONS FOR SUBMISSION

All Statements of Qualifications must be submitted in a three hole binder with tabbed numbers for each identified section. All materials must be submitted in an 8.5” x 11” format. Respondents must submit an original, clearly marked and containing original signatures in blue ink, along with 5 copies in a sealed carton by 12:00 Noon (EST), December 21, 2011 without exception, at the following address, to be deemed responsive and eligible for consideration:

HOUSING AUTHORITY OF SAVANNAH
Earline W. Davis, Executive Director
1407 Wheaton Street
Savannah, Georgia 31404

Proposals sent by overnight delivery service will be considered timely filed if date stamped at least one (1) day before the date set for receipt of proposals and time stamped at a time that should have, pursuant to the express policy of the overnight delivery service used, permitted delivery at the date, time and place set for receipt of proposals. The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. It is the respondent's obligation to ensure the required submission arrives in a timely manner at the specified location. Any proposal which is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time will be ineligible for consideration.

To assure that the respondent's Statement of Qualifications arrives at the proper place, on time, and to prevent opening by unauthorized individuals, cartons containing submissions, must be identified on the outside, as follows:

Request for Qualifications
Phase Five Developer
Fellwood Mixed Finance Development Program
Due: December 21, 2011 at 3:00 p.m. Eastern Standard Time

Faxed or electronic submissions of the Statement of Qualifications will not be accepted. Once received by HAS, submissions will not be returned.

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted in writing to Earline W. Davis at the above address. No information concerning this solicitation or requests for clarification will be provided in response to telephone calls. All requests for information must be received by the HAS no later than 10 calendar days before the required Request for Qualifications submission date.

3.4 SCHEDULE

The anticipated schedule for this Request for Qualifications, selection of Respondent(s) and contract approval is as follows:

ACTIVITIES	DATE COMPLETE
1. RFQ Available	November 14, 2011
2. Pre-Qualification Conference	December 6, 2011
3. Submittals Due	December 21, 2011
4. Final Selection of Developer	January 4, 2012
5. Execution of Memorandum of Understanding	January 25, 2012

3.5 PRE-QUALIFICATION CONFERENCE

A pre-qualification conference will be held on December 6, 2011 at 10:00 a.m. at the Richard W. Collins Neighborhood Resource Center, 1407 Wheaton Street, Savannah, Georgia 31404. Respondents must contact Tammy Altizer at (912) 235-5800, ext. 116 no later than December 2, 2011 to confirm attendance and the number of attendees at the pre-qualification conference. A tour of the Fellwood Site and the surrounding neighborhood will be conducted following the conference. It is strongly recommended that all interested respondents attend the pre-qualification conference. Representatives will be available to answer questions related to this solicitation.

PART IV - SELECTION PROCESS

4.1 DETERMINATION OF RESPONSIVENESS

An initial review process will be conducted by the HAS Staff to establish responsiveness. Responsiveness will be confirmed through determining if the Respondent(s) have met all mandatory requirements outlined in this Request. Any submission not in compliance with the mandatory requirements will be deemed “non-responsive”.

4.2 EVALUATION CRITERIA

The Statements of Qualifications will be evaluated through consideration of several factors. The Evaluation Committee will review all documents in the submissions and award points in accordance with the following criteria:

Technical Competence and Approach

50 Points

- Demonstrated experience in the real estate development process and quality performance in the development of commercial/retail property.
- Demonstrated experience in commercial/retail real estate management and quality performance in commercial/retail real estate management.
- Green and/or LEED experience of the Development Team.
- The Green and/or LEED components of the contemplated Phase Five development.
- Capability and experience of the members of the Development Team; and, determination of availability of all required skills necessary for the development process.
- Past performance in terms of compliance with development schedules and adherence to development budgets on other development projects.
- Ability to maximize development opportunity and minimize and/or manage development risk.
- Proven relationships with resident and/or grass root community organizations which demonstrate participation and partnership.
- Proven experience of working in inner city or other economically distressed areas.

Financial Capacity and Access to Funding

30 Points

- Financial stability of the Development Team as demonstrated through the corporate financial statements, and prior success in obtaining funding for development projects.
- Ability to secure financing of Phase Five development.
- Anticipated financial resources to be brought to the project based on the overall project sources and uses.

DBE and Section 3

10 Points

- Previous success in utilization of DBE's and effectiveness of DBE plan for this project.
- Previous success with Section 3 requirements and effectiveness of Section 3 plan for this project.

Familiarity with West Savannah

10 Points

- Demonstrated knowledge of issues facing West Savannah and in particular, the commercial and retail needs.

TOTAL

100 POINTS

4.3 SELECTION

Applicants will be ranked in order of total score for all evaluation factors combining the individual scores of each member of the evaluation team. If for any reason, a contract cannot be negotiated, the applicant with the second highest score will be selected for negotiation of a contract and so forth. HAS will continue to negotiate with applicants in the order of score total until a contract is finalized. HAS reserves the right to request a development plan from the next two highest scoring respondents simultaneously with the designated Phase Five Developer.

PART V – GENERAL INFORMATION

5.1 DESIGN PRINCIPLES

General Concept

Phase Five should be designed based on scale, spatial organization, and building types that complement Phases One, Two and Three. Phase Five design must incorporate the Georgia Department of Transportation's plans for the widening of West Bay Street.

Service Delivery

Phase Five should be designed and constructed so that deliveries and waste services shall not adversely affect the residents of Phases One, Two and Three.

Existing Trees, Landscaping And Site Improvements

The proposed new development will be designed with uniform landscaping, including grass, trees and flowers that are easy to maintain.

The landscaping will also incorporate the existing trees. The Developer must make every effort to preserve existing trees on the site. These trees are historic in nature and approval must be received from the City of Savannah Park and Tree Department to remove any of the existing trees.

Infrastructure

Sidewalks: Sidewalks shall be required throughout the new development on both sides of any street to encourage pedestrian activities and circulation throughout Phase V. Sidewalk widths shall be not less than six feet.

Streets: All streets shall be improved with paving, curbs and gutters and sidewalks. All streets shall be graded to a width deemed satisfactory to the City of Savannah Public Works Department. The City shall approve finished grades, cross section and profile and pavement width shall be 26 ft. min.

Storm Water Management: Final storm water management plans and calculations shall be submitted by a registered engineer and must be approved by the Savannah Water and Sewer Department before work may begin on the sanitary and storm water systems drainage system.

Utilities: The utility system serving the revitalized development includes the City of Savannah, for the water supply, sanitary sewer service, and storm water management system. Georgia Power provides electrical power. Other utility and service providers shall be in Developer's discretion.

PART VI - GENERAL CONDITIONS

6.1 CONFLICT OF INTEREST

- a. The respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 1. Respondent may have an unfair competitive advantage; or
 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to HAS that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. HAS may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to HAS, HAS may disqualify the respondent.
- d. The provisions of Section 7.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of HAS, no member of the governing body of the locality in which the project is situated, no member of the governing body in which HAS was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

- h. HAS reserves total discretion to determine the proper treatment of any conflict of interest disclosed under Section 7.1.

6.2 COST OF PROPOSAL

All costs incurred, directly or indirectly, in response to this proposal shall be the sole responsibility of and shall be borne by the respondents.

6.3 AWARDS

A contract shall be awarded in accordance with the terms and conditions of this RFQ. HAS reserves the right to negotiate and award any element of this RFQ, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received.

6.4 PROPOSAL TABULATIONS/NOTIFICATION

After the award is made, a list of firms submitting proposals will be posted for review by interested parties on the first floor of HAS's Neighborhood Resource Center and will remain posted for a period of ten (10) days. The list will be furnished upon written request only and will not be provided by telephone. A self addressed, stamped envelope must be included with the written request. Each unsuccessful vendor will be notified in writing promptly upon award. The notice will identify the successful firm.

6.5 FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein will be made by issuance of a duly authorized contract prepared by HAS. Such contract shall consist of the Development Agreement as approved by the U.S. Department of Housing and Urban Development (HUD). Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of HAS concerning the award until a contract agreement is executed.

6.6 GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify HAS in writing specifying the regulation which requires alteration. HAS reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to HAS.

6.7 NONCONFORMANCE TO CONDITIONS/SPECIFICATIONS/SCOPE OF SERVICES

Services will be inspected for compliance with specifications. Services not conforming to specifications will not be accepted. Services not provided in accordance with the Scope of

Services may result in the firm being found in default. In the event of default all procurement costs may be charged against the firm.

6.8 ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of HAS. Claims for sums of money due, or to become due from HAS pursuant to the contract may be assigned to a bank, trust company or other financial institution. HAS is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining HAS's prior written consent.

6.9 AVAILABILITY OF RECORDS

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), HAS and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

6.10 PATENTS – LICENSES AND ROYALTIES

The successful firm shall indemnify and hold harmless HAS and their employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by HAS. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to HAS at the end of the Agreement.

6.11 PERMITS AND LICENSES

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold HAS harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

6.12 TAXES

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold HAS harmless in every respect against tax liability.

6.13 ADVERTISING

In submitting a proposal, the firm and their consultants agree not to use the results as a part of any commercial advertising.

6.14 INSURANCE

- a. **Insurance.** The selected firm shall maintain at its expense during the term of the Contract the following insurance.
- (1) Worker's Compensation in the amount as required by the State of Georgia.
 - (2) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Georgia No Fault Insurance Law) in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
 - (3) Professional Liability Insurance in the amount of \$1 million.
 - (4) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

HAS shall be named as an additional insured on all policies.

- b. **Waiver.** The selected firm shall not hold HAS liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on this Project. The firm agrees to hold HAS harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of HAS while acting within the scope of their employment.
- c. **Qualification.** The insurance company covering the firm must be licensed to do business in the State of Georgia and have an A.M. Best's Guide rating of "A-" or higher.

6.15 PROOF OF LIABILITY INSURANCE

The successful firm shall furnish to HAS a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with HAS.

6.16 STANDARDS OF CONDUCT

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

6.17 REMOVAL OF EMPLOYEES

HAS may request the successful firm to immediately remove from assignment to HAS and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty

- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting
- (3) Theft, vandalism, immoral conduct or any other criminal action
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at HAS

6.18 SUPERVISION

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to HAS prior to contract start. The firm or his designated representative shall be readily available to meet with HAS personnel. The successful firm shall provide the telephone numbers where its representative(s) can be reached.

6.19 PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of HAS weekly during the first three months of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

6.20 DISPUTES

- a. **Issues Causing Protest.** Any respondent which disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.
- b. **Filing the Protest.** The respondent must first advise the contact person listed in the solicitation in writing within 48 hours after receipt of this request or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.
- c. **Content of Formal Written Notice.** The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 - (1) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by this request by HAS's notice of intended or actual award.
 - (2) A statement of how and when the Respondent filing the protest received notice of this request or notice of intended or actual award.
 - (3) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.

- (4) A concise statement of the ultimate facts alleged, as well as HAS's policies, which entitle the Respondent filing the protest to relief.
 - (5) A demand for relief the respondent deems they are entitled.
 - (6) Any other information, which the Respondent contends, is material.
- d. **Response to Protest.** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the request process, or award process will be stopped until the protest is resolved. The Executive Director may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Executive Director's decision and will constitute final agency action.
- e. **Informal Resolution.** Upon receipt of the formal written notice of protest or intent to protest, the Review Team must attempt to resolve the protest on an informal basis. The Review Team will have seven (7) days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director.
- f. **Resolution.** The Executive Director may request such information pertaining to the matter, as he deems appropriate. Within seven (7) days of the date that the formal written protest is referred to her, the Executive Director will notify the Respondent making the protest her decision.

6.21 FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

The firm shall provide such financial and programmatic information as required by HAS to comply with all Federal, State and local law reporting requirements.

6.22 NONDISCRIMINATION

The firm agrees that it will abide by Federal and State Laws and City ordinances incorporated by reference herein.

6.23 SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan for Section 3 requirements.

6.24 PROJECT PERSONNEL

Except as formally approved by HAS, the key personnel and entities identified in the accepted proposal shall be those who will actually complete the work, at the proposed levels of effort. Changes in staffing **MUST** be proposed in writing to HAS and approved.

6.25 NOTICES

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to HAS shall be addressed as provided in the contract.

6.26 CANCELLATION

Irrespective of any default under the development agreement, HAS may also at any time, at its discretion, cancel the development agreement in whole or in part. In the event of cancellation, the development agreement shall govern as to any compensation the Phase Five developer may be entitled to receive.

6.27 LAWS

The laws of the State of Georgia and applicable federal law shall govern the contract.

6.28 CONTRACT DOCUMENTS

Written contract documents will be prepared by HAS. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular RFQ.

6.29 TRAVEL

All travel and miscellaneous expenses will be borne by the Developer.

6.30 CONTRACT AWARD

The Developer Contract as described in this document shall be subject to the approval of the HAS Board of Commissioners and the U.S. Department of Housing and Urban Development.

