



**Request for Qualifications
No. 02272026**

Master Developer for Yamacraw Village

Housing Authority of Savannah
P.O. Box 1179
Savannah, Georgia 31402
(912) 235-5800
Fax (912) 233-2553
www.savannahpha.com

Evette Hester, Executive Director



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PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of Savannah** (HAS) is seeking Statements of Qualifications from experienced development teams for the creation and implementation of a Mixed-Finance and Mixed-Income Community for Yamacraw Village.

The successful respondent must demonstrate the ability and experience to 1) develop a resident and community-centered, comprehensive master plan for the Yamacraw Village site, working collaboratively with HAS and its partners and 2) implement a large- scale, comprehensive, mixed-finance, mixed-income, and mixed-use revitalization plan that includes both residential and non-residential uses, to create a viable and sustainable community. The plan should explore a variety of housing types (rental and homeownership units, if feasible), a range of affordability (public housing replacement units, tax credit and market rate/nonsubsidized units), targeting households with a wide range of incomes. The selected Development Team, working in concert with HAS, the City of Savannah, and a wide range of community stakeholders, will be responsible for the design, development and long-term management of all units to be produced in accordance with an agreed upon Master Plan.

The HAS selection process under this Request for Qualifications (RFQ) will result in awarding development rights for the project to a Master Developer. HAS will enter into ground lease(s) or other appropriate dispositions of land with the Master Developer to design, build and finance each component of the project. It is the intent of HAS to negotiate with a single Master Developer and enter contracts for each phase of development. HAS also intends to have a development agreement to serve as the controlling document for implementation of the project. In coordination with HAS, the selected Master Developer will be responsible for planning and overseeing the remediation and demolition of existing structures, along with all design, master planning, financing, pre-development and final development activities for the new community.

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 898 units of public housing in 5 communities, and administers approximately 3,623 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 the City 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 character of public housing in Savannah, the Housing Authority has embarked on an aggressive repositioning plan for the revitalization of its obsolete properties. In the last twenty years, the Housing Authority has repositioned three public housing properties through demolition, disposition, and redevelopment (Garden Homes, Fellwood Homes, and Robert Hitch Village, which resulted in the development of Ashley Midtown, Sustainable Fellwood, and The View at Oglethorpe, respectively), and three public housing properties (formerly known as

Herbert Kayton Homes, Fred Wessels Homes, and Edgar Blackshear Homes) have been repositioned and renovated through the Rental Assistance Demonstration program (RAD), becoming Kayton Homes and River Pointe. The redevelopment of Yamacraw Village represents the next step in this comprehensive approach to creating new viable housing opportunities for residents of Savannah.

1.3 YAMACRAW VILLAGE OVERVIEW

Yamacraw Village is a conventional public housing property that sits on 22.75 acres located on the northwestern corner of Savannah's Historic Downtown District. Since its construction in 1941, Yamacraw has been managed and owned by HAS. A comprehensive modernization project undertaken forty-nine years later was responsible for installation of air-conditioning, demolition of 90 units, and remodeling of 150 units. This resulted in a total of 315 more spacious units at the property, spread across 41 residential row-house buildings. In the last five years, improvements have been made to roofing structures and community areas. An administrative building is also located on site.

As with many other aging public housing developments in the United States, Yamacraw Village presents a backlog of capital needs that are evident as we observe exterior and interior structural damage. Capital Needs Assessments conducted in 2019, 2023, and 2025 confirmed Yamacraw reached physical obsolescence, with the current cost estimate for rehabilitation being approximately 110% of the cost of new construction, based on the 2023 total development cost published by the U.S. Housing and Urban Development Department (HUD). Recent inspection scores confirm the end of useful life of several physical components. The rehabilitation of Yamacraw cannot be conducted in a cost-effective way, especially when considering the need to bring buildings up to current accessibility codes. Hence, demolition of current structures is being considered under regulations of Section 18 of the Housing Act of 1937. Therefore, HAS is interested in a comprehensive Master Plan that demolishes and replaces existing units in a new mixed-income community.

According to the State Historic Preservation Office (SHPO), the Yamacraw Village property is eligible for listing in the National Register of Historic Places due to its connection to Native Americans and its presence in the Savannah's Historic Downtown District. As result of Historic Review (Section 106) a Memorandum of Agreement (MOA) has been executed by HAS, SHPO and the City of Savannah establishing measures of historic preservation. The MOA is presented herein as Exhibit I.

Yamacraw Village is partially occupied (only 32% of the units are occupied, with vacant units placed under modernization in HUD systems). The Board of Commissioners approved a Public Housing Repositioning Plan in 2020, and as result, in August 2025 HAS submitted to HUD's Special Applications Center a Section 18 Demolition Application for Yamacraw Village. Given current conditions at the site, HAS expects to relocate all remaining families upon receipt of demolition approval from HUD. Disposition Applications will be submitted to HUD pursuant to an approved comprehensive master plan.

The current overall unit mix for Yamacraw Village is as follows:

18 one-bedroom units
138 two-bedroom units
159 three-bedroom units

315 units total

Nine units are UFAS accessible.

1.4 SAVANNAH, GEORGIA

Founded in 1733, Savannah is located atop a panoramic bluff along the south bank of the Savannah River in Georgia. 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 recent years, the west side of Savannah received great investment with the adaptive reuse of a power plant that transformed 670,000 square feet into a new mixed-use space called Plant Riverside District, located less than half a mile away from Yamacraw Village. Additionally, the development of a new arena and the surrounding canal district on Savannah's west side is one of the largest projects to ever be undertaken by the City of Savannah. The new arena site presents the opportunity to redevelop the Canal District to the west of Yamacraw Village, creating an expansion of Savannah's urban core, and economic investment. The redevelopment of Yamacraw Village is therefore a necessary step in the holistic transformation of Savannah's west side.

The expansion of areas north and west of Yamacraw follows the area's population growth; due to the presence of new employers. A Georgia Department of Transportation study affirms the population of the four-county region surrounding Chatham County, which includes Bryan, Effingham, and Bulloch counties, is expected to grow by 34% by 2045. Unfortunately, wages are incongruent with the current housing supply. Increasing the number of housing units affordable to families of low and moderate incomes is a goal of HAS, and the redevelopment of Yamacraw Village can help us achieve it.

1.5 SECTION 3 PARTICIPATION

Section 3 is a provision of the Housing and Urban Development Act of 1968 and is intended to ensure that when employment or contracting opportunities are generated through HUD funding that require additional employees to be utilized that preference must be given to low-and very low-income people or business concerns residing in the community where the project is located. The firm awarded the contract agrees to use its best efforts to subcontract and employ Section 3 individuals certified and/or recognized by HAS. The Housing Authority of Savannah has a goal of 30% for Section 3 participation for all contracts, and due to increased focus on Section 3 by HUD and Congress, will be focusing great efforts on meeting this goal.

HAS is an equal opportunity employer and requires all contractors to comply with policies and regulations concerning equal employment opportunity. It is important for those submitting bids to be aware that Section 3 differs distinctly from Minority and Women Owned Business

Enterprises. Section 3 is both race and gender neutral. The preferences provided under the Section 3 regulations are based on income level and location. The Section 3 Program was designed to encourage residents of public housing neighborhoods and the surrounding areas to direct new employment and contract opportunities to low-income residents and the businesses that employ them.

The purpose of Section 3 is to create opportunities for low and very low-income residents.

Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance are expended and meet the definition of a low- or very low-income person as defined by HUD).

For the Savannah, GA MSA, please refer to the table on the following. This data is based on the 2025 HUD Income Limits Data Sets, effective 04/01/2025.

FY 2025 Income Limit Area	Median Family Income	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
		Extremely Low Income Limits (\$)*	20,950	23,950	26,950	32,150	37,650	43,150	48,650	54,150
Savannah GA MSA	\$99,600	Very Low (50%) Income Limits (\$)	34,900	39,850	44,850	49,800	53,800	57,800	61,800	65,750
		Low (80%) Income Limits (\$)	55,800	63,800	71,750	79,700	86,100	92,500	98,850	105,250

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include people, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract more than 25 percent of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

All those submitting qualification statements will be required to have a Section 3 Plan in place, if selected for contract award. Please visit the following website for further details regarding Section 3 requirements:

<https://www.hudexchange.info/programs/section-3/section-3-guidebook/welcome/>

PART II –ROLE OF THE DEVELOPER

2.1 OVERVIEW

The Master Developer will be responsible for attracting a mix of incomes into the community through physical and social integration with the surrounding neighborhood. The Master Developer will be required to work closely with HAS, HAS development consultants, the City of Savannah, the current Yamacraw Resident Council, and other community stakeholders throughout the master planning and redevelopment effort.

The selected developer will be expected to work collaboratively with HAS to complete the following scope of work:

1) Master Planning. The Master Developer will be responsible for developing a Master Plan for the Yamacraw Village site in coordination with HAS, key stakeholders and residents. HAS expects that the selected developer will facilitate a resident and community-centric process that ensures that resident voices and aspirations are central to the planning effort, including outlining a written community engagement plan to achieve this task. A final Master Plan shall be completed with designation of development phases and a detailed development schedule and financing plan. This Master Plan will create a new, economically viable mixed-income, mixed-finance community that includes residential and non-residential components. The new community should include a mix of affordable and market rate rental and homeownership units as determined to be viable through market analysis and the overall master planning process. The master plan must also address the following requirements:

- **Choice Neighborhoods (CN).** If the CN program remains, HAS would like to ensure that the master plan complies with Choice replacement housing requirements. HAS would apply as a Lead Applicant seeking the implementation of a comprehensive neighborhood revitalization plan seeking not only to replace distressed public housing with high-quality mixed income housing, but also to create additional private and public investment in the area with addition of amenities and assets such as schools and commercial activities that are of fundamental importance to the community. HAS expects the Master Developer to work collaboratively with HAS and its Co-Applicant in the submission of a successful CNI application to HUD, while leveraging awarded funds in the revitalization of Yamacraw Village. HAS would also like to apply to any other programs with similar goals that may replace Choice Neighborhoods. The selected developer must evidence adequate capacity that allows HAS to score competitively in any future application.
- **Market Analysis and Appraisal.** A detailed market study shall be required to determine the overall feasibility of the conceptual redevelopment plan. The selected developer will also be responsible for any additional market analysis and appraisals to develop and obtain financing for any development phase of the project.
- **Historic Preservation.** As mentioned in Section 1.3 above, a MOA has been established with measures to be undertaken by HAS prior to, and during redevelopment of the Yamacraw site. Such measures include but are not limited to archeological review, photographic archival, oral history documentation, and preservation of one building (if proven feasible). The Master Developer will be expected to conduct planning and

implementation of development activities in accordance with all measures included in the MOA.

2) Design/Approvals. The selected developer will be responsible for the development of design and construction documents and obtain HAS and HUD approvals as needed. The Master Developer will also be responsible for obtaining City permits and approvals and any other approvals that may be required. The selected Master Developer must have, as a member of the team, an architect and a general contractor licensed in the State of Georgia, who may be affiliates, employees or subcontractors of the developer. The selected architect will be responsible for obtaining certifications for all documents related to design and construction.

The community should be designed with the current architectural vernacular of the region and the Downtown Savannah Historic District and should provide units that meet or exceed HUD minimum requirements and site standards. Respondents must demonstrate familiarity with environmental and sustainable practices and must be familiar with the LEED design standards and guidelines. The project must incorporate sustainable building practices and attain a minimum LEED ND Gold certification.

The general contractor(s) will construct, or procure construction, of all housing units for each corresponding component of the project as identified in the development plan or subsequent revisions agreed upon by HAS. The Master 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.

3) Financing. The Master Developer must obtain private financing and structure 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 the applicable documents necessary for Mixed-Finance development processing and provide all evidentiary materials, necessary financial guarantees and assurances as required.

4) Tax Credit Application/Solicitation of Tax Credit Syndicator. The selected Developer will be responsible for preparing applications to obtain tax credit allocations from the Georgia Department of Community Affairs (DCA) in accordance with the Qualified Allocation Plan. The Developer will also be responsible for soliciting, following approval of the solicitation process by HAS, three tax credit syndicators to bid on the tax credits received for this project.

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

6) 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.

7) Construction. The Development team responding to this Request for Qualifications must include a general contractor as part of the Development team, and must oversee and provide appropriate guarantees for the completion and operations 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 Master Developer must submit a procurement process that meets the overall redevelopment goals for review and approval by HAS.

All developer contractors will be required to pay prevailing Davis-Bacon Wage Rates and adhere to applicable local and federal requirements including BABA, if required. 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.

- 8) **Sales.** If a for-sale component is included in the master plan, it must be evidenced by the market analysis, and a marketing and sales program must be developed and implemented that ensures timely market absorption of for-sale housing consistent with the objectives and goals of the project. The developer must also assist HAS in identifying and facilitating appropriate homeownership training for households not experienced in homeownership and develop, or use, existing homebuyer programs to make for-sale units affordable to low- and moderate-income households, including public housing residents.
- 9) **Long Term Affordability of Rental Property.** The developer must devise a means to ensure the long-term affordability of the rental property used by low to moderate income residents, in conjunction with HAS.
- 10) **Marketing Plan.** The developer is expected to create an effective lease-up strategy to obtain rapid initial occupancy and maintain ongoing high occupancy of all residential units and commercial space.
- 11) **Relocation.** See HAS role below.
- 12) **Ongoing Resident Engagement and Consultation.** The Master Developer will be required to communicate and coordinate development activities with the Yamacraw Resident Council, the HAS Resident Advisory Board, and other groups of stakeholders identified by HAS. It is expected that the Master Developer will participate in meetings, community workshops and other open forums to ensure that all stakeholders in the development process are continuously kept abreast of ongoing activity.
- 13) **Section 3.** The Master 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 residents of public housing or public housing eligible individuals. Detailed requirements under Section 3 are discussed further in this Request for Qualifications.
- 14) **Property Management.** A private professional Management Entity (ME) will manage the newly developed Community. 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. MEs may be an identity of interest agent of the Master Developer or a subcontractor. Unless HAS negotiates an option to directly manage the property, the selected Management Entity (ME) shall serve as the property management firm for the entire project and perform

all the duties and responsibilities normally associated with management of residential real estate and shall cause the buildings, appurtenances and grounds to be maintained and secured according to standards acceptable to HAS. This shall include development of operational policies and procedures, marketing and lease-up of rental units, marketing and sale of homeownership units, and the provision of all day-to-day management and maintenance services as required. The selected ME must be knowledgeable of the management practices and differences between public housing, RAD, PBV, tax credit and market rate units.

2.2 FINANCING

It shall be the Master Developer's responsibility to arrange private equity and debt financing, securing all financial commitments necessary to successfully develop the master plan and complete each component of the project (hard and soft costs), including demolition, pre-development and development activities.

The Authority shall contribute capital funds towards the demolition of current structures and will make operating subsidies available for any future public housing or Rental Assistance Demonstration units in the project, contingent upon an approved Mixed Finance Development Proposal. The Authority may also choose to make additional funds available for the development of public housing replacement units and plans to deploy Project-Based Vouchers for this purpose (especially those resulting from additional Tenant Protection Vouchers). It is the expectation of HAS that the selected Master Developer will seek financing from traditional sources including, but not limited to, those identified herein to cover all costs associated with the development.

HAS recognizes the volatility of the financial market and the realities of the real estate market in the area and understands that the actual financing may impact the overall income mix of the program; however, this project must maintain its goal of serving a broad range of incomes. The Master Developer will be required to develop a unit mix equally consistent with an equal distribution of income levels.

HAS further expects that the Master Developer will propose a "private market scenario" for Yamacraw redevelopment into a Mixed-Finance development site but adhering to the proposed replacement of subsidized units. HAS expects under this scenario, that the Master Developer will seek to maximize the rate of return on private capital invested in the project, while offering Yamacraw residents the right to return to the redeveloped site.

HAS also expects that to the extent the Master Developer seeks financing concessions utilizing HAS dollars, HAS will in turn seek to maximize the rate of return on its investment. Whatever benefit HAS derives from maximizing the return on its investment will be placed back into the Project to benefit low and moderate income residents.

In approaching the development of this project, the Master Developer should be careful not to rely exclusively upon tax credit financing. HAS believes that such an approach restricts the market of people who can live on the site and does not allow for the creation of a true mixed income community. HAS encourages the development of profitable market-rate units to serve as a mechanism for maximizing the number of affordable and public housing units to be developed.

The Master Developer must explore ways for HAS to be a partner in the development project.

A. Capital Funds

The Housing Authority currently receives a per unit per year allocation of funds under the Capital Fund Program (CFP) that is available to rehabilitate existing public housing units and/or develop new ACC public housing units. HAS may leverage some portion of its capital funds for the overall redevelopment plan for the Yamacraw Village site.

B. Operating Subsidies

Given the shortfall in public housing funding, replacement units will not be public housing units. housing. Replacement units will be Project-Based Vouchers or Rental Assistance Demonstration (RAD) units under the RAD Blend program or under the Restore-Rebuild program. HAS will administer project based vouchers under a Housing Assistance Payments (HAP) contract that will ensure units remain affordable to low income families.

HAS expects the Master Developer to agree upon an income mix, which could include but is not limited to:

- **Project Based Vouchers**

HAS currently administers a Housing Choice Voucher Program. It is the intent of HAS to provide Project Based Vouchers (PBV) for projects developed under this solicitation in which HAS or one of its affiliates has a substantial ownership interest. The number of PBV's for each project will be negotiated on a project by project basis and at HAS's sole discretion.

Projects serving as replacement housing for public housing units may receive up to 85% PBV's for family housing and up to 100% PBV's for senior and special needs housing. All other projects will be limited to no more the minimal number of PBV's necessary to ensure long term financial viability of the project as determined by HAS. Project Based Voucher Housing Assistance Payments (HAP) Contracts will be for an initial twenty years with an additional twenty year renewal. If PBV subsidy is unavailable, HAS will utilize the RAD program to provide subsidy for the replacement units.

- **Housing Choice Voucher Homeownership**

The Housing Choice Voucher Homeownership Program may be used in the project in conjunction with the Mixed-Finance development program in accordance with the HAS Housing Choice Voucher Homeownership Plan, provided that Housing Choice Voucher subsidy is not used on an ACC Public Housing Unit or RAD PBV unit.

C. Additional Funding Sources

It will be the sole responsibility of the Master Developer to provide construction funding, and reserve funds necessary to successfully carry out the complete housing redevelopment plan identified. It is anticipated that the Master Developer will provide additional funding to the development through the use of owner equity or other sources. It is critical that the Master Developer be able to access all funding sources described herein and be able to demonstrate prior success and current ability to obtain such financing.

2.3 RELOCATION

Relocation activities resulting from the demolition of public housing units must comply with requirements at <24 CFR § 970.21>. If subsequent rehabilitation carried out with HUD funds or carried out with other HUD-funded activities causes residents to relocate, the requirements at

[49 CFR part 24](#), which implements the Uniform Relocation Act, would apply. Any required relocation activities will be the responsibility of HAS; however, it will be the responsibility of the selected Master Developer to align and coordinate all planning and development activities with the relocation efforts.

The Master Developer will be responsible for developing a Tenant Selection Plan (TSP) for all newly developed housing units. The TSP will be developed in consultation with HAS and will contain provisions for offering former residents of Yamacraw Village priority of occupancy. Former Yamacraw Village residents shall also be subject to tenant selection policies and procedures including income eligibility, occupancy standards, and drug-related or criminal activity screening.

2.4 OWNERSHIP STRUCTURE(S) AND LAND CONTROL

HAS anticipates that the existing acreage will be subdivided in accordance with the planned phases of the redevelopment. HAS will allow for maximum flexibility in the structure of its relationship with the Master Developer. The percentage of ownership interest to be retained by HAS will be negotiated, upon selection of the Master Developer, for each component.

A. Multi-Family Rental Housing

It is expected that the legal ownership entity for the multi-family rental units within each phase will be a single-purpose entity, of which HAS, or a not-for-profit subsidiary, will be involved. HAS will seek to retain ownership of land to effectuate its goals and anticipates a long-term land lease for a minimal annual cost.

B. Single Family Housing

Any lots developed as single family units for sale are anticipated to be subdivided in accordance with applicable single-family subdivision requirements. It is anticipated that in this case HAS would convey ownership rights for a determined fee, to the selected Master Developer for the corresponding component of redevelopment that contains these units, or to a development entity of which HAS or an affiliated entity may be a part of. This disposition of land, assuming below Fair Market Value, will be subject to approval by HUD with for-sale units being restricted to income-eligible purchasers.

2.5 MASTER DEVELOPMENT AGREEMENT

Once selected, the Master Developer will be expected to make a good faith effort to, within 45 days, enter into a Memorandum of Understanding (MOU) or other such “early start” agreement with HAS to redevelop the property. The MOU or other such “early start” agreement will be negotiated as needed to enable the selected Developer to complete all necessary master planning activities.

The Master Development Agreement, to be completed after the master plan is developed, will provide the detailed requirements, responsibilities and obligations of both parties including, but not limited to, compliance with all federal regulations related to the Program, Mixed Finance Proposals, the Regulatory and Operating Agreement and Evidentiary Materials. The Development Agreement will also include provisions related to design, plans, specifications, construction, schedule, and necessary historic preservation measures. Funding commitments from HAS, the proposed ownership interest and land control will also be detailed in the Master Development Agreement.

All fees and costs to be negotiated under the Master Development Agreement must comply with the Cost Control and Safe Harbor Standards issued by the U. S. Department of Housing and Urban Development (HUD). The negotiated development fee shall be a firm, fixed fee inclusive of all direct and indirect costs of the Master Developer. The availability of Capital and Operating Funds will also be negotiated in the development agreement.

2.6 SUSTAINABLE DESIGN AND CONSTRUCTION

The community should be designed with the current architectural vernacular of the region and the Downtown Savannah Historic District and should provide units that meet or exceed HUD minimum requirements and site standards. Respondents must demonstrate familiarity with environmental and sustainable practices and must be familiar with the LEED design standards and guidelines. The project must incorporate sustainable building practices and attain a minimum LEED ND Gold certification.

PART III- ROLE OF HAS

HAS will serve as the liaison for the selected Master Developer with the City of Savannah, the State of Georgia, HUD and other governmental agencies. HAS will play the following key roles in the development process:

- **HUD Contact** – HAS will manage and take responsibility for all communication with HUD, and the submission of program and evidentiary documents and obtain all HUD approvals. However, HAS will expect the developer to prepare or assist in preparing such documents when requested.
- **Liaison with the City** - HAS will coordinate all communications with the City of Savannah, but it is generally expected that the selected developer will participate in key meetings with the City and other elected officials, as requested.
- **Co-Developer** - HAS expects to be named as a co-developer, directly or via its affiliated entity, Savannah Community Builders, and be included in the ownership structure of each transaction. HAS will prioritize developers that propose ownership structures that maximize HAS's participation.
- **Provider of Funds** – HAS's role is comparable to that of a lender in the private financial market. HAS may provide public housing capital funds, on-going operating subsidies and use of land through a land lease. HAS funds will be structured as loans, payable from available cash flow and at terms to be negotiated. HAS will serve as monitor and regulator of the operations of the development. HAS will participate in all financial structuring decisions, including review and acceptance of financial arrangements and terms and conditions of any loan documents. While HAS may commit funding to the project, such as Capital Funds, HAS will prioritize responses that are not heavily reliant on HAS funding to implement the master plan.
- **Land Owner** – It is HAS's intent to enter a long-term ground lease with the Master Developer for any HAS-owned land in the Master Plan, which can include ground leases promoting offsite development. The Developer should develop affordable rental units in a manner which will qualify them for Payments in Lieu of Taxes (PILOT) and any related

cooperation agreements with the City of Savannah as authorized by law, if HAS determines it to be in the best interest of the project.

- **Performance Monitor** – The provision of funds requires that HAS establishes performance measures that will be concretized through the various project documents. HAS will review performance on these measures throughout the life of the development, through quarterly and annual asset management reviews.
- **Design Review/Construction Monitoring and Approval.** All designs are subject to HAS's review and approval. Design review may also be subject to HUD review as applicable under the RAD and Section 18 programs. HAS will also provide construction monitoring and will have the right to review and approve construction documents at intervals not less than 50%, 75% and 100% completion.
- **Contract Oversight** – HAS will be responsible for contract enforcement and compliance issues related to development, construction, management and operations throughout the term of any contract associated with this project. HAS's interest in the site is maintained through all of the related project documents.
- **Operating Subsidy.** Upon approval of its demolition application, HAS anticipates submitting to HUD a request for Tenant Protection Vouchers, which if awarded may be converted to PBVs and used as the primary subsidy type of post-closing assistance. Restore Rebuild (aka Faircloth-To-RAD) units may also be considered. HAS may also provide public housing subsidy under an ACC contract, and PBV assistance through its budget authority, if feasible. HAS will not provide any subsidy amount greater than what it receives from HUD, less any amount retained by HAS for monitoring and asset management responsibilities. The selected developer is responsible for knowing fully which HUD restrictions may apply and understanding how they may affect the redevelopment of Yamacraw Village.
- **Asset Manager** – HAS will transition to the role of Asset Manager upon execution of the Property Management Contract with the development team. In this role, HAS will be responsible for monitoring the ongoing operation of the properties assuring all regulatory requirements, federal, state and local laws, and the approved marketing, management and maintenance plans. HAS expects to negotiate an Asset Management fee, which shall be underwritten into the operating proforma.
- **Relocation.** HAS will be responsible for relocation of existing households, consistent with Section 18 provisions as well as, RAD, the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA), and Section 104(d) of the Housing and Community Development Act of 1974, and other applicable federal and state requirements as applicable.

All existing public housing residents living at Yamacraw Village at the time HUD approves the demolition application will have a right to return to the redeveloped site, and this concept must be reflected in the master plan. The cost of relocation must be included in the developer's pro forma and underwritten in the development budget.

- **Homeownership.** If for-sale units are included in the approved master plan HAS will leverage its existing Section 8 Homeownership program to ensure eligible families enrolled in its program can obtain affordable homeownership units.

Role of the Housing Authority's Advisors

The Housing Authority has assembled a team of experienced advisors, such as development consultants and legal counsel, to assist it with the proposed master planning and redevelopment. The selected developer must work collaboratively with HAS advisors to ensure the expeditious and successful planning and implementation of the redevelopment plan.

PART IV - SUBMISSION REQUIREMENTS

4.1 METHOD OF SOLICITATION

HAS is asking developers for professional qualifications to redevelop the Yamacraw Village site 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 Master Developer, based on qualifications and conceptual plan, and enter into negotiations with the selected Master Developer for the project's development.

4.2 CONTENT OF SUBMISSION

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

1. A narrative statement describing the respondent's knowledge and experience with the redevelopment of public housing, repositioning tools, and the federal mixed-finance development program. This section should include all previous master development plans developed and implemented by members of the development team in the public housing and mixed-finance arenas. A summary including location, unit mix, development phases, development sources and uses, type of housing and completion dates for each one of the developments must be included.
2. The respondent's preliminary concept of an overall redevelopment plan for Yamacraw Village site aligned with expectations of the Choice Neighborhoods program. Include a narrative statement outlining how the development team's experience will be leveraged ensuring the creation of a vibrant Yamacraw mixed-income community.
3. A description of the team's approach to the planning and development processes including identification of key milestones in a typical residential project and the average timetable for each major task. Identify and analyze one issue that presents the greatest risk in the proposed project and one issue that presents the greatest opportunity. (Limit five pages)
4. A general description of the Master Developer organization's current development activities. Identify projected development schedules as well as projected 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.
5. A description of the applicant's knowledge of real estate financing methods, including the use of funding tools such as low income tax credits, FHA-insured mortgages, HOME

funds, CDBG funds, Community HOME Investment Program funds, and private mortgages. Include identification of all successful financing secured from competitive application processes for residential development projects over the past five years, particularly within the State of Georgia.

Include a sample financial pro-forma from a similar real or fictional property. In addition, respondents must include a description of their financial expectations specific to this project and anticipated financial return to HAS.

6. 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.
7. Five (5) corporate references containing at least one banking reference, and two current or recent client references, for development projects that the respondent has successfully completed within the past five years. Three professional references for each entity and individuals proposed as part of the development team.
8. A narrative detailing the development team's previous experiences developing Section 3 plans and identifying specific actions that were taken to offer employment to residents of public housing. Provide evidence of Section 3's success in recent contracts.
9. Describe the respondent's experience in working with public housing residents and/or other community-based grass roots organizations. Demonstrate the team's experience in developing collaborative efforts in partnership with such organizations.
10. Describe respondent's process for competitively soliciting a tax credit syndicator for the project, which process must, at a minimum, include soliciting proposals from at least three tax credit syndicators and include a narrative of respondent's experience with such syndicators. Provide a breakdown of the price per dollar paid by each syndicator for their most recent syndications and copies of the payout schedules.
12. All forms attached and/or required to be attached to the Statement of Qualifications as throughout this request, including but not limited to: Profile of Firm; HUD 5369-B and HUD 5369-C; HUD-51915.
13. 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”.

4.3 DIRECTIONS FOR SUBMISSION

All Statements of Qualifications must be submitted electronically in the HAS e-Procurement Marketplace - <https://ha.internationaleprocurement.com/>. Responses should include a numbered table of contents for each identified section and be received by February 27, 2026 at 3:00 PM EST. Mailed or faxed responses will not be considered.

Once received by HAS, submissions will not be returned, and corrections will not be possible after the February 27, 2026, deadline.

Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted electronically in the e-Procurement Marketplace by February 9, 2026, by 3:00 p.m. (EST).

4.4 SCHEDULE

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

ACTIVITIES

DATE COMPLETE

RFQ Available	January 13, 2026
RSVP – Pre-Qualification Conference	January 23, 2026
Pre-Qualification Conference	January 28, 2026, 10:00 AM EST
Question Due	February 9, 2026, 3:00 PM EST
Response to Written Questions	February 18, 2026, 5:00 PM EST
Submittals Due	February 27, 2026, 3:00 PM EST
Selection of Shortlist Candidates	March 20, 2026
Interviews and Site Visits Completed	April 3, 2026
Final Selection of Master Developer	April - May 2026*
Execution of Agreement (with Board approval)	May - June 2026*

*Dates subject to change.

4.5 PRE-QUALIFICATION CONFERENCE

A non-mandatory pre-qualification conference will be held on January 28, 2026, 10:00 a.m. EST at the Neighborhood Resource Center, 1407 Wheaton Street, Savannah, Georgia 31404 (attendance must be confirmed by January 23, 2026, directly with the Procurement Administrator). A non-mandatory tour of the Yamacraw Village site 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.

4.6 SITE VISITS

HAS, as part of due diligence in the selection of the Development Team, may conduct interviews and site visits of properties previously developed, owned, constructed and/or managed by members of the selected finalists. The purpose of these interviews and site visits is to enable the evaluation committee to more accurately assess the factors identified below for selection of the final Development Team. HAS will reserve the right to select the location of site visits from any project submitted by the Development Team in the Statement of Qualifications.

4.7 QUESTIONS

Questions and inquiries regarding this RFQ shall only be submitted electronically in the Marketplace and should refer to the specific page/paragraph in question. All inquiries must be received by February 9, 2026, at 3:00 PM EST. Responses to questions will be made in writing via addendum by February 18, 2026, at 5:00 PM EST.

PART V - SELECTION PROCESS

5.1 DETERMINATION OF RESPONSIVENESS

An initial review process will be conducted by an Evaluation Committee made up of HAS staff assigned by the Executive Director, and external stakeholder representatives as applicable, to establish responsiveness. Responsiveness will be confirmed through determining if the Respondent(s) has met all mandatory requirements outlined in this request. Any submission not in compliance with the mandatory requirements will be deemed “non-responsive.”

5.2 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:

<u>Technical Competence</u>	<u>35 Points</u>
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- Demonstrated knowledge and experience redeveloping and/or repositioning public housing properties and utilizing a mixed-income, mixed-finance model.
- Proven ability to utilize multiple funding sources in the development and operation of mixed-income communities. Degree of previous successful experience with Georgia Department of Community Affairs or other state housing finance agency programs.
- Size of the development team and ability to focus on the redevelopment of Yamacraw despite competing projects.
- Demonstrated experience with collaborating with resident organizations and community advocates.
- Previous successful experience developing and implementing a Section 3 Plan.
- Quality performance in the development of large residential mixed income communities, especially employing LEED-ND and/or other Green Building Techniques.
- Demonstrated understanding of the Federal Public Housing Mixed Finance Program both inside and outside the Restore-Rebuild program.
- Comprehension of the Savannah real estate market and goals and objectives of Mixed Income Communities demonstrated through a preliminary conceptual plan for the Yamacraw Village Site.

<u>Financial Capacity and Access to Funding</u>	30 Points
<ul style="list-style-type: none"> • Financial stability of the Development Team as demonstrated through the corporate financial statements, and prior success in obtaining funding for development projects. • Demonstrated record of financing multi-tiered projects through a variety of funding sources, knowledge and experience working with the funding providers identified in this request, and successful syndication of low-income housing tax credits. 	
<u>Site Visits and Interviews</u>	35 Points
<ul style="list-style-type: none"> • Overall quality of design and construction of multi-family housing sites. • Demonstrated shared understanding of the goals and objectives of HUD (including the Choice Neighborhoods Implementation Program), HAS, and all stakeholders including current Yamacraw Village residents. 	
TOTAL	100 POINTS

5.3 SELECTION
 Applicants will be ranked in order of total score for all evaluation factors averaging 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 Master Developer.

PART VI – OTHER HAS EXPECTATIONS

Once selected, the successful respondent will make a good-faith effort to enter into an early start agreement with HAS within 45 days. If HAS and the developer are unable to complete an agreement within this timeline, HAS reserves the right to terminate negotiations. An Early Start Agreement (or Memorandum of Understanding) will be negotiated as needed to enable the selected Developer to complete all necessary planning and pre-development activities. HAS recognizes that this mixed finance development project depends on several outside funding sources and creative financing, such as Master Developer equity, low-income housing tax credits, historic tax credits, tax exempt bonds, private bonds, and conventional mortgage financing. As such, working with HAS, the successful respondent will be required to prepare Mixed Finance Plans that are financially feasible, that meet the goals of HAS and will be approved by the U.S. Department of Housing and Urban Development (HUD) and/or other agencies.

6.1 URBAN DESIGN CONCEPTS

This redevelopment initiative seeks to broaden the range of housing choices available to residents as well as create a mixed-income community in Savannah. The goal of creating a mixed-income community faces serious challenges. The selected Master Developer will be expected to utilize the new urbanism design principles in the redevelopment of housing on the site.

6.2 AMENITY PACKAGE

The amenity package should be designed in a manner that will allow the development to compete in the marketplace. Amenities should not only meet the needs of individual residents but should also respond to the existing conditions of the area's housing market. Due to the size of the site and its status as publicly-owned land, the amenity package has the potential to provide a combination of elements that serve the surrounding neighborhood as well as the specific needs of the development to become the catalyst to anchor the project.

6.3 DESIGN PRINCIPLES

General Concept

The new community should be designed based on scale, spatial organization, and building types that complement the surrounding neighborhood. Respondents should familiarize themselves with design and characteristics of the Historic Downtown Savannah, to complement the aesthetic of the surrounding neighborhood and the architectural styles.

Connectivity

The extent to which a new community will relate to existing surrounding neighborhoods will depend on the connectivity to those neighborhoods and on developing a cohesive redevelopment plan for the area. Longitudinal and latitudinal street patterns should, if possible, effectively integrate the site into the existing community, and provide an opportunity to create a seamless neighborhood out of the site.

Similar to existing houses in the surrounding historic district, all new dwelling units will face directly on the streets. This urban design strategy not only achieves consistency with the surrounding neighborhoods, but also to maintain the continuity of pedestrian activities from the public streets to the private houses.

As a result, each street will be framed by a consistent pattern of front yards, porches, and entry doors that favorably enhance how the neighborhood is perceived. The pedestrian activities of residents walking along the streets and sitting at their front porches, while cars pass, are a proven deterrence to crime.

Open Space

The hierarchy of open spaces from private to semi-private and to public is crucial in achieving a credible environment with provisions for "defensible space" and strong concepts of territoriality. Therefore, the sequence of open spaces from the most private to the public domain will be clearly demarcated. Access to each private and semi-private space will be limited to occupants of the dwelling units on the block.

Mail Service Delivery

Mail delivery will be located outside in front of individual yards or in cluster boxes that relate to specific groupings of single family units. Where multi-family units exist, mailboxes or cluster boxes must also be provided. Because all dwelling units face the street, emergency vehicles will have easy access to the units when needed.

Existing Trees, Landscaping And Site Improvements

One of the greatest indicators of neighborhood satisfaction and pride is attractive 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 existing trees. The Master 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. The Developer will also need to coordinate tree removal (if any) with the Savannah Tree Foundation.

Spatial Distribution Of New Development

The proposed new development is located just west of the National Register Historic Landmark District and is part of the Savannah Downtown Historic Overlay District. The proposed dwelling units should be organized based on a spatial pattern that takes into consideration the active nature of the streets and the type of dwelling units located in the adjacent neighborhoods and the historic character of the neighborhood.

Future Land Use Plan: The property is recognized in the Savannah-Chatham County Comprehensive Plan's (Plan 2040) [Future Land Use Map](#) as part of the Downtown Expansion Zoning district. The Downtown Expansion area is identified for growth of retail, office, entertainment, open spaces, institutional, civic and residential uses. This area is intended to be compatible and interconnected with the Downtown area and surrounding neighborhoods, while also accommodating new forms of urban development.

Savannah Downtown Historic Overlay District Standards: The proposed new development will be part of the [Savannah Downtown Historic Overlay District](#) and will require a [Certificate of Appropriateness \(COA\) from the Savannah Downtown Historic District Board of Review](#). For all properties within the boundaries of the Savannah Downtown Historic District Overlay, the regulations for both the base zoning district (Downtown Expansion in the case of Yamacraw Village) and this overlay district shall apply. When there is a conflict between an overlay district and a base zoning district, the requirements of an overlay district shall apply. Regulations include, but are not limited to, a requirement for an approved COA. The subdivision or recombination of lots shall be consistent with the prevailing historic context and lot patterns within the visually related context including, but not limited to, lot size, lot shape, and lot configurations as regulated by Sec. 7.8.12 of the zoning ordinance.

Downtown Expansion Zoning District: The [City of Savannah's Zoning Ordinance, Division II, Part 8, Chapter 3](#) contains specific information on uses, lot requirements and other site development standards for the [Downtown Expansion Zoning District](#). This district allows for housing and mixed-use development, including educational, services, and food-oriented uses. Permitted uses are shown in [Sec. 5.4 “Principal Use Table”](#) and may be subject to limited or special use standards. The district can accommodate larger buildings of five stories maximum ([Figure 7.8.4 Savannah Downtown Historic District Height Map](#)) with no minimum or maximum lot area for residential uses. Specific building standards are shown in, Sec. 5.14 “Downtown Districts” and further regulated by Sec. 7.8 Savannah Downtown Historic Overlay District Standards.

General Site Standards: Development in the City of Savannah downtown districts will require [general site standards](#) to be met as established by Article 9 “General Site Standards” within Division II, Part 8, Chapter 3 (the zoning ordinance) of the City’s Code of Ordinances. Site standards include:

- [Sec. 9.2 Access Management and Connectivity](#)
- [Sec. 9.3 Off-Street Parking and Loading](#)
- [Sec. 9.8 Lighting](#)

Vehicular and pedestrian improvements will also be regulated by the Site Plan Review Manual of the City of Savannah Traffic Engineering Department. Stormwater management will be primarily regulated by the Georgia EPD Coastal Stormwater Supplement to the Stormwater Management Manual. Fill or structures added to floodplains in the AE zone (100-year) will require mitigation and will be regulated by [Division II, Part 8, Chapter 7 “Flood Damage Prevention”](#) of the City’s Code of Ordinances. Waters of the United States are under the jurisdiction of the U.S. Army Corps of Engineers. Freshwater wetlands may be subject to regulation by Georgia EPD. Subdivision and recombination, including dedication or relocation of public right-of-way, are regulated by [Division II, Part 8, Chapter 2 “Subdivision Regulations”](#) and subject to review by the Metropolitan Planning Commission.

Residential Development: Housing choice has been at the center of the HAS revitalization goals and objectives. The proposed redevelopment shall consist of various housing types: apartments, rowhouses, duplexes and single-family units.

Apartments: These should consist of one, two, and three-bedroom units, as determined by market data. Apartments should optimize space while promoting shared spaces such as community gardens, fitness centers, and coworking areas.

Rowhouses: These should consist of two bedroom and three-bedroom units, as determined by market data. The units will be designed to relate more to a single-family scale or existing townhouses that surround the squares throughout the city.

Duplexes: These will consist of two-bedroom and three-bedroom side-by-side units. The duplex units will be designed to look like individual single-family houses, with one front porch for both.

Single-Family Dwelling Units: These will consist of three-bedroom and four-bedroom units. The single-family design will be consistent with existing houses in the surrounding neighborhood.

PART VII - GENERAL CONDITIONS

7.1 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 response submission.

- b. The respondent agrees that if after an award, he, she or they discover an organizational conflict of interest with respect to this solicitation, he, she or they, 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 or delegate to 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.

7.2 COST OF STATEMENT OF QUALIFICATIONS

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

7.3 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 statements of qualifications or to waive any minor irregularities or technicalities in responses received.

7.4 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 Early

Start Agreement/Memorandum of Understanding as approved by the HAS Board of Commissioners. Respondents 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 is executed.

7.5 GOVERNMENT RESTRICTIONS

In the event any governmental restrictions are 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual rights to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to HAS at the end of the Agreement.

7.10 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.

7.11 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.

7.12 ADVERTISING

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

7.13 INSURANCE

a. **Insurance**. The selected firm shall maintain at its expense during the term of the Contract the following insurance.

- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 each accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
- (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.

7.14 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.

7.15 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.

7.16 REMOVAL OF EMPLOYEES

HAS may request the successful firm to immediately remove from assignment to HAS and/or dismiss any employee or contractors 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.

7.17 SUPERVISION

The successful firm shall always provide adequate competent supervision 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 its designated representative shall be readily available to meet with HAS personnel. The successful firm shall provide telephone numbers where its representative(s) can be reached.

7.18 PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of HAS weekly during the first month 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.

7.19 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 the bid solicitation 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 the RFQ solicitation or by HAS's notice of intended or actual award.

- (2) A statement of how and when the Respondent filing the protest received notice of the RFQ solicitation 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 solicitation 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 in 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 receiving 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 him, the Executive Director will notify the Respondent making the protest his decision.

7.20 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.

7.21 NONDISCRIMINATION

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

7.22 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 responses must also include a Compliance Plan for Section 3 requirements.

7.23 PROJECT PERSONNEL

Except as formally approved by HAS, the key personnel identified in the accepted RFQ shall

be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to HAS and approved.

7.24 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.

7.25 CANCELLATION

Irrespective of any default hereunder HAS may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

7.26 LAWS

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

7.27 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 RFQ.

7.28 TRAVEL

All travel and miscellaneous expenses related to this procurement will be borne by the firm and not reimbursed by HAS.

7.29 CONTRACT AWARD

The Developer's 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.

PART VIII ATTACHMENTS

8.1 RECAP OF ATTACHMENTS

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

[Table No. 1]

DOCUMENT NO.	ATTACHMENT	ATTACHMENT DOCUMENT
1.0	-----	This RFQ Document
2.0	A	Aerial of Yamacraw Village
3.0	B	Memorandum of Agreement with State Historic Preservation Office
4.0	C	Profile of Firm Form
5.0	D	Form HUD-5369-B (8/93) Instructions to Offerors Non-Construction
6.0	D-1	Form HUD-5369-C (8/93), Certifications and Representation of Offerors, Non-Construction Contract
7.0	E	Form HUD-51915 (1/14), Model Form of Agreement Between Owner and Design Professional