



Housing Authority of the City of Decatur

Request for Proposal

GA-011-2024-03

Real Estate Development Consultant

TABLE OF CONTENTS

1.0 INTRODUCTION 4

2.0 RFP INFORMATION AT A GLANCE 5

3.0 DHA’S RESERVATION OF RIGHTS..... 6

3.1 Right to Reject, Waive, or Terminate the RFP 6

3.2 Right to Not Award 6

3.3 Right to Terminate 6

3.4 Right to Determine Time and Location..... 6

3.5 Right to Retain Proposals..... 6

3.6 Right to Negotiate..... 6

3.7 Right to Reject any Proposal..... 6

3.8 Right to Award More Than One Contract..... 6

3.9 No Obligation to Compensate 6

3.10 Right to Prohibit..... 6

4.0 SCOPE OF SERVICES 7

4.1 POSSIBLE SERVICES PROVIDED PRE-CLOSING:..... 7

4.2 POSSIBLE SERVICES PROVIDED POST-CLOSING: 8

4.3 HOURS OF SERVICE 8

4.4 CONTRACT PERIOD 8

5.0 TECHNICAL SPECIFICATIONS 9

5.1 PROJECT DESCRIPTIONS..... 9

5.2 PROJECT NARRATIVE AND DEVELOPMENT CONCEPT 9

5.3 REDEVELOPMENT PLANS AND RAD CONVERSIONS 10

5.4 DEVELOPMENT USING LOW INCOME HOUSING TAX CREDITS (LIHTC) 10

5.5 DEVELOPMENT STRATEGIES 10

5.6 RELOCATION AND DEMOLITION 10

6.0 PROPOSAL FORMAT 11

6.1 PROPOSAL SUBMITTAL 11

6.2 PROPOSAL SUBMISSION 13

6.3 SUBMISSION CONDITIONS..... 13

6.4 SUBMISSION RESPONSIBILITIES 13

6.5 CONTACT WITH DHA..... 14

6.6 EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY 14

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

7.0 PROPOSAL EVALUATION..... 16

7.1 EVALUATION FACTORS 16

7.2 EVALUATION METHOD 17

8.0 CONTRACT AWARD 19

8.1 AN AGREEMENT TO ABIDE..... 19

8.2 CONTRACT CONDITIONS..... 19

8.3 INSURANCE REQUIREMENTS 19

8.4 NEGOTIATE FINAL FEES..... 20

8.5 CONTRACT SERVICE STANDARDS..... 20

9.0 LIST OF ATTACHMENTS..... 21

ATTACHMENT A – Form of Proposal..... 23

ATTACHMENT B – Confidentiality Agreement - DRAFT 24

1.0 INTRODUCTION

The Housing Authority of the City of Decatur, Georgia (Decatur Housing Authority or DHA) was established in 1938 with a primary role of building and managing quality affordable housing for low to moderate income families. DHA has expanded its focus to include the revitalization of the Decatur community through the renewal and redevelopment of substandard housing, as well as improving facilities in the downtown area. DHA seeks to offer low to moderate income families varied quality affordable housing alternatives. DHA has **524 physical** housing units in the City of Decatur. DHA has developed over 635 homes and renovations since 2000 at an investment of over \$100 million in the City of Decatur providing numerous opportunities for affordable and workforce housing for its citizens.

- **Affordable Rental Housing** - Families pay 30% of adjusted income towards rent and utilities in DHA’s affordable apartments located in Decatur. DHA owns and manages 400 affordable housing units in several communities in Decatur.
- **Workforce Housing** – DHA develops, owns, and operates 81 workforce homes. These market-based rental units are rented at sensible levels to provide priced opportunities for moderate income families in Decatur.
- **Low Income Housing Tax Credit (LIHTC)** – DHA has 37 LIHTC apartments that are rented at fixed levels below market rate as another form of workforce housing.
- **Section 8 Housing Choice Vouchers (HCV)** – Families pay 30% of adjusted income for rent and utilities in private rental housing located in DeKalb County. Section 8 HCV – 877 vouchers and 300 portable vouchers
- **Project Based Vouchers** – DHA operates 166 project-based vouchers for seniors in Decatur and Atlanta.
- **Homeownership** – DHA has developed and rehabilitated numerous homeownership and condominium homes since 2000. Ownership - 146 units
- **Development** – DHA has 66 units under construction as Phase I of the Village at Legacy. DHA anticipates a real estate closing on another 66 units of housing for Phase II of the Village at Legacy in the month of November, 2024.

DHA has a professional management and maintenance team. DHA administers an annual budget more than \$16 million, which includes capital outlays for comprehensive improvements. Funding sources include the U.S. Department of Housing and Urban Development, rental income, and other income. As one of the largest providers of affordable housing in Decatur, DHA has extensive experience in the management and development of residential rental property.

The Housing Authority of the City of Decatur, GA (hereinafter, “DHA”) is seeking written proposals from a qualified professional or firm having extensive experience working directly with housing authorities (PHA) to provide consultation and administrative services related to the redevelopment of properties owned by DHA using the Low Income Tax Credit (LIHTC) Program and/or Tax-Exempt Bonds as the primary financing sources. The Development Consultant will also be responsible for locating other innovative financing sources that will be utilized and respondents should incorporate experience with these other methods.

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

2.0 RFP INFORMATION AT A GLANCE

Table 1

CONTACT PERSON <i>(NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” or “Executive Director” shall be a reference to Mr. Faust.)</i>	Douglas S. Faust, CEO/Executive Director Decatur Housing Authority 511 West Trinity Place, Decatur, GA 30030 Telephone (404)270-2101 TDD/TYY (800) 545-1833
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	Access DHA’s Website at https://www.decaturhousing.org/procurement <ul style="list-style-type: none">• Click on the applicable RFP.• Follow the listed directions.• If you have any questions opening the file, please email procurement@decaturha.org
PRE-PROPOSAL CONFERENCE	The Authority recommends all interested applicants to participate in a Pre-Proposal Conference meeting to be held on October 21, 2024, at 2:00 p.m. via Zoom to familiarize themselves with the Scope of Work and RFP Process. To be included as an invitee to the meeting please send your contact information (Name, Firm, Email Address) to procurement@decaturha.org .
DEADLINE TO SUBMIT QUESTIONS	Wednesday, October 23, 2024, at 2:00 p.m. Answers will be posted on DHA Website no later than Thursday, October 24, 2024 at 2:00 p.m.
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none">1. Submit an electronic copy of your proposal in PDF to procurement@decaturha.org2. Be sure that all documents are executed as required.
PROPOSAL SUBMITTAL RETURN & DEADLINE	Tuesday, October 29, 2024, at 2:00 p.m. Only electronic copy of proposals will be received. It must be sent in a .pdf file format and emailed to procurement@decaturha.org
DHA EVALUATION PROCESS	October 29 – November 5, 2024
POTENTIAL INTERVIEWS	November 4-5, 2024
ANTICIPATED APPROVAL BY DHA BOARD OF COMMISSIONERS	Wednesday, November 13, 2024 Decatur Housing Authority 511 W Trinity Pl Decatur, GA 30030

3.0 DHA’S RESERVATION OF RIGHTS

DHA reserves the right to:

3.1 RIGHT TO REJECT, WAIVE, OR TERMINATE THE RFP

Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by DHA to be in its best interests.

3.2 RIGHT TO NOT AWARD

Not award a contract pursuant to the RFP.

3.3 RIGHT TO TERMINATE

Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful Proposer(s).

3.4 RIGHT TO DETERMINE TIME AND LOCATION

Determine the days, hours, and locations that the successful Proposer(s) shall provide the services called for in this RFP.

3.5 RIGHT TO RETAIN PROPOSALS

Retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the CO.

3.6 RIGHT TO NEGOTIATE

DHA reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to DHA, not necessarily the lowest price.

3.7 RIGHT TO REJECT ANY PROPOSAL

Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

3.8 RIGHT TO AWARD MORE THAN ONE CONTRACT

DHA reserves the right to select more than one Proposer for this RFP and make more than one award of a contract.

3.9 NO OBLIGATION TO COMPENSATE

Have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.

3.10 RIGHT TO PROHIBIT

At any time during the RFP or contract process to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading the electronic RFP each prospective Proposer is thereby agreeing to all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by DHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve DHA, but not the prospective Proposer, of any responsibility pertaining to such issue.

4.0 SCOPE OF SERVICES

DHA is seeking a qualified Real Estate Development Consultant that will assist DHA in implementing real estate development that is consistent with the requirements of the following:

- Low Income Housing Tax Credit (LIHTC) program through the Georgia Department of Community Affairs (DCA)
- Tax Exempt Multifamily Bond Financing Program
- US Department of HUD Rental Assistance Demonstration (RAD) Program
- US Department of HUD Multifamily Finance Programs, including the HUD/FHA 221(d)3 and 221(d)4 programs and similar
- City of Decatur Building and Zoning Requirements
- DeKalb County Water and Sewer Requirements
- Building and Zoning Requirements in other jurisdictions as is necessary.

The Scope of Work requested also includes the following, non-inclusive list of tasks:

4.1 POSSIBLE SERVICES PROVIDED PRE-CLOSING:

- 4.1.1** Advise and assist in preparation of RFP/RFQs for procurement of all other project professionals
- 4.1.2** Prepare financial projects, development budgets and other financial items to include financial modeling and proformas
- 4.1.3** Coordinate with the Executive Director, project consultants and others on the LIHTC application, supporting items, etc.
- 4.1.4** Preparation and submission of DCA LIHTC applications for projects
- 4.1.5** Seek debt and equity financing sources, including Tax-Exempt Bonds
- 4.1.6** Assist with preparation of relocation materials, etc.
- 4.1.7** Assist with architectural review as applicable to meeting DCA architectural guidelines

4.2 POSSIBLE SERVICES PROVIDED POST-CLOSING:

- 4.2.1** Consultation and administrative services related to LIHTC compliance requirements during construction and transition to management.
- 4.2.2** Coordination and documentation related to the flow of funds, proper utilization of the sources of funding, and the eligible uses of the funding by source(s).
- 4.2.3** Preparation and submission of monthly draws and monitoring of budgets versus actual costs during the construction period(s).
- 4.2.4** Assistance to DHA staff to ensure proper accounting of funds, correct and timely reporting.
- 4.2.5** Keep the Executive Director current in all matters related to the redevelopment.
- 4.2.6** Preparing and assembling materials, schedules, documentation, etc. for and from all parties involved with redevelopment projects either in Decatur or other locations within Georgia.
- 4.2.7** Coordination with other consultants, attorneys, etc. to ensure project is successful.
- 4.2.8** Interface and coordinate with others, as directed by the Executive Director.
- 4.2.9** Assisting DHA in meeting of all timelines, deadlines, and other critical requirements.
- 4.2.10** Coordinate with staff the move in, initial occupancy and management of the units to ensure a quick occupancy and LIHTC compliance as the units are occupied.
- 4.2.11** Any additional duties or services as requested or assigned by the Executive Director.

4.3 HOURS OF SERVICE

Service to be provided is anticipated to be approximately 15-20 hours per week as approved DHA and DHA internal staffing levels. Hours may vary depending on the level of activity. No minimum number of hours is guaranteed. In addition, holidays, etc. might reduce the level of hours needed. Service to be provided through a combination of hours primarily off-site and possible hours worked at DHA offices as needed and as mutually agreed to from time to time.

4.4 CONTRACT PERIOD

DHA anticipates that it will initially award a contract for one (1) year with the option, at DHA's discretion, to renew the contract for up to four (4) additional one (1) year increments.

5.0 TECHNICAL SPECIFICATIONS

5.1 PROJECT DESCRIPTIONS

DHA intends to engage the development consultant in multiple real estate transactions. DHA has a CEO and senior staff with real estate development experience. DHA has been determined to be qualified as a Developer by DCA and is qualified as a Property Manager. Current projects include:

- **Decatur East** – 80 units of senior housing under construction in Decatur. DHA is Co-Developer with Columbia Residential. DHA is providing project funding from OPB and 24 Project Based Vouchers. Project construction will be completed in the summer of 2025.
- **Village at Legacy Phase I** – 66 units of LIHTC housing under construction with a completion in fall of 2025. DHA is the developer, owner, and manager of this project. There are 40 PBV Units assigned to this project.
- **Village at Legacy Phase II** – 66 units of LIHTC housing planned for closing in fall of 2024. There are 20 PBV Units assigned to this project. Completion is planned for spring of 2026. DHA is the developer, owner, and manager of this project.
- **Philips Tower** – DHA is issuing multifamily housing bonds in the amount not to exceed \$35 million for the acquisition, rehabilitation, and operation of Philips Tower located at 218 East Trinity Place, Decatur, GA 30030. Philip Tower, originally built in 1971, consists of 219 one-bedroom units.
- **Calvin Court** – DHA is issuing multifamily housing bonds in an amount not to exceed \$35 million. The apartments, originally built in 1970, consist of 116 efficiency units, 121 one-bedroom units for a total of 237 apartment units. 92 units (53 studios, 39 one-bedrooms) are covered by a HAP Section 8 Contract.
- **New Projects** – DHA is actively seeking real estate development opportunities, including development or consulting for third parties with PHAs and others, within the state of Georgia.

5.2 PROJECT NARRATIVE AND DEVELOPMENT CONCEPT

DHA seeks to maintain and improve the affordable housing in our jurisdiction. Located just minutes east of downtown Atlanta and minutes west of Stone Mountain, the City of Decatur, Georgia comprises only 4.18 square miles. Opportunities to create new affordable housing within this fully developed city are extremely limited so it is incumbent upon DHA to preserve and improve the affordable housing properties it currently owns.

DHA, acting through Preserving Affordable Housing, Inc. (“PAH”), plans to continue the development of the Village at Legacy to meet its continuing mission of preserving affordable housing within the City of Decatur, PAH is a Georgia non-profit corporation established by DHA as an instrumentality for the preservation and redevelopment of the older housing stock owned by DHA. DHA has 100% control of PAH by virtue of the Board of Directors being all DHA commissioners and by virtue of its control over amendments to the Articles of Incorporation and Bylaws.

5.3 REDEVELOPMENT PLANS AND RAD CONVERSIONS

DHA has interest in creating Redevelopment Plans and acting as a developer or developer consultant to other PHAs or parties seeking development assistance in other areas of the state. Some of these activities may include work under HUD’s Rental Assistance Demonstration (RAD) program.

5.4 DEVELOPMENT USING LOW INCOME HOUSING TAX CREDITS (LIHTC)

Respondents will need to provide detailed information on their experience in completing work on projects that were submitted to and approved by DCA under the most recent Qualified Allocation Plan (QAP) and over the past five years in this state or others.

5.5 DEVELOPMENT STRATEGIES

DHA is seeking a development consultant with the capability to augment DHA’s expertise in real estate development with innovative methods and approaches.

5.6 RELOCATION AND DEMOLITION

Development Consultant must be familiar with relocation that can be implemented in a manner to minimize disruption and displacement of current residents during any redevelopment and to be aware of compliance issues with regulatory agencies like DCA or HUD.

6.0 PROPOSAL FORMAT

6.1 PROPOSAL SUBMITTAL

So that DHA can evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated a Section Title page in the sequence listed below. If no information is to be placed under any of the Sections (including the “Optional” section), place a statement on the Section Title page such as “NO INFORMATION IS BEING PLACED UNDER THIS SECTION” or “THIS SECTION LEFT INTENTIONALLY BLANK.” Do not eliminate any of the Sections.

None of the proposed services may conflict with any requirement DHA has published herein or has issued by addendum.

6.1.1 SECTION 1 – Form of Proposal

This form is attached hereto as “Attachment A” to this RFP document. This **one-page** form must be fully completed, executed where provided thereon and submitted under this section as part of the proposal submittal.

6.1.2 SECTION 2 – Statement of Qualifications

Briefly state the qualifications of the firm. DHA requests that the description be brief and concise. All proposers must have similar prior experience with a minimum of three (3) LIHTC partnerships. The description should include the following:

- a. Identify the individual(s) who will manage (individually or collectively, the Development Consultant) this project on a day-to-day basis.
- b. Describe the Development Consultant’s background.
- c. Define the Development Consultant’s position within the firm and indicate the degree to which the Development Consultant will be able to commit the firm’s resources to DHA.
- d. Generally, describe the Development Consultant’s availability and the Development Consultant’s other commitments and how those commitments might impact the Development Consultant’s availability.
- e. Identify other professionals and members of your firm who will be assigned to work on this project, if any.
- f. Describe each member’s role and responsibilities and the aspects of each member’s background relevant to this request for services.
- g. Briefly describe your personal or your firm’s qualifications, including a short list of relevant services and a list of current and past LIHTC clients and years of engagement.
- h. Include any other information that you consider essential to a fair evaluation of your firm’s experience and capabilities, including work with PHAs.
- i. Include a statement that your personal or firms key professionals do not have or anticipate having a potential conflict of interest with DHA.

Real Estate Development Consultant

- j.** Include a statement by a person or persons authorized by your firm clearly indicating that this Statement of Qualifications is binding.
- k.** Include a statement binding you or your firm during the term of the Contract to maintain in full force and effect professional liability insurance covering, inter alia, securities and malpractice related claims (the “Insurance”). Please provide a description of the coverage (including amount) of the Insurance.
- l.** Please list any pending claims or disputes relating to prior opinions as counsel in any municipal finance transaction.
- m.** DHA reserves the right to request references after submission of the Response.

6.1.3 SECTION 3 – Price Proposal

Briefly submit a proposal that describes the basis for compensation. It is requested that the Price Proposal be as short as possible, preferably no more than one page.

- a.** The Pricing Proposal should include a schedule of fixed hourly rates for each level of staff (if more than one person is proposed) expected to be required to perform the services requested.
- b.** Describe any additional charge that may be expected to be charged in connection with performance of such services. Please specify markup, if any, on reimbursable expenses. Travel expenses are expected to be authorized in advance and reimbursed at cost.
- c.** Prior to the award of the Contract, DHA intends to enter negotiations concerning a fee structure, which provides the best overall value to DHA. If an agreement cannot be reached with the highest ranked firm, negotiations will be attempted with the other firms.

6.1.4 SECTION 4 – Client Information

The Proposer shall submit a listing of former or current clients, including any other Housing Authority, for whom the Proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- a.** The client’s firm name.
- b.** The client’s contact name.
- c.** The client’s email address.
- d.** The client’s telephone number
- e.** A brief narrative description and scope of the service(s) and dates the services were provided, including a description of those specific services, including scope, size, cost, principal elements, and special features

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

6.1.5 SECTION 5 – Other Information (OPTIONAL Item)

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

NOTE: If no information is to be placed under any of the above noted sections, especially the “OPTIONAL” sections, place a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS SECTION” or “THIS SECTION LEFT INTENTIONALLY BLANK.” DO NOT ELIMINATE ANY OF THE SECTIONS!

6.1.6 PROPOSAL SUBMITTAL BINDING METHOD

Proposals are requested to be submitted electronically in PDF format.

6.2 PROPOSAL SUBMISSION

All proposals must be submitted by no later than the submittal deadline stated herein (or within any ensuing addendum). Proposals will be submitted electronically ONLY. Proposals shall be submitted to:

Housing Authority of the City of Decatur
Attn: Douglas S. Faust, CEO/Executive Director
dsf@decaturha.org

The subject line of the email must state – **RFP-GA-011-2024-03 – LIHTC Real Estate Development Program Consultant**. Proposals received after the published deadline will **NOT** be accepted.

6.3 SUBMISSION CONDITIONS

DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to DHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, DHA decides that any such entry changed the intent of the proposal that DHA intended to receive, DHA may accept the proposal and the proposal shall be considered by DHA as if those additional marks, notations, or requirements were not entered on such. By downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that DHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

6.4 SUBMISSION RESPONSIBILITIES

It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by DHA, including the RFP document, the documents listed at the end of this document, and any addenda and required attachments submitted by the

Real Estate Development Consultant

Proposer. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the Proposer not authorized in writing by the CO to exclude any of the DHA requirements contained within the documents may cause that Proposer to not be considered for award due to this exclusion.

6.5 CONTACT WITH DHA

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the designated Contracting Officer, Douglas S. Faust, CEO/Executive Director, ONLY. Proposers must not make inquiry or communicate with any other DHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for DHA to not consider a proposal submittal.

6.6 EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY

Both the Contractor and DHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

i. Within **24 CFR 85.36(e)** it states:

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

Real Estate Development Consultant

- ii. **Within HUD Procurement Handbook 7460.8 REV 2 it states:**
 - a. **Section 15.5.A, Required Efforts** – *Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.*
 - b. **Section 15.5.B, Goals** *the <Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may conflict with Federal requirements or full and open competition.*
- iii. **Within the DHA Procurement Policy, it states that our Agency will:**
 - a. *Assist Small and Other Business, Required Efforts.*
 - b. *Including such firms, when qualified, on solicitation mailing lists.*
 - c. *Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources.*
 - d. *Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.*
 - e. *Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.*
 - f. *Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.*
 - g. *Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 Businesses); and*
 - h. *Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.*
- iv. **Requirements** – The proposer must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations. If no hires or engagements of other contractors are anticipated for the work, then the proposer should so state.

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

7.0 PROPOSAL EVALUATION

7.1 EVALUATION FACTORS

The following factors will be utilized by DHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

Table 2

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	25 points	Subjective	PROPOSAL RESPONSE – Responsiveness of the proposal clearly stating an understanding of and addressing the Scope of Services, including all required submission attachments. Demonstrated quality performance in the delivery of the requested services.
2	50 points	Subjective	EXPERIENCE/QUALIFICATIONS – Evidence of the proposer’s capability to provide professional services in a timely manner. Demonstrated record that the respondent has delivered high quality LIHTC real estate consulting services or direct experience in LIHTC development that translates into consulting experience. Provide further information on work with housing authority clients during the past five (5) years.
3	10 points	Subjective	OVERALL QUALITY OF THE PROPOSAL – The overall quality and professional appearance of the proposal submitted, based upon the opinion of the evaluators.
4	15 points	Subjective	PRICING – The Price Proposal as outlined in Section 6.1.3 and included under <i>Section 3 – Price Proposal</i> will be used to score this factor.
100 points			>> TOTAL POINTS – Other Than Preference Points

7.2 EVALUATION METHOD

7.2.1 Initial Evaluation for Responsiveness

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

7.2.2 Evaluation Packet

An evaluation packet will be prepared for each evaluator, typically including but not required the following documents:

7.2.3 Evaluation Committee

DHA anticipates that it will select a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP.

PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contract or discuss with such person anything related to this RFP. The designated CO is the only person at DHA that the proposers shall contact pertaining to this RFP (See Section 6.6). Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

7.2.4 Evaluation

Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

7.2.5 Potential “Best and Final” Negotiations

DHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by DHA in as timely a manner as possible, but in no case within no longer than five (5) business days after the beginning of such negotiations with the firms deemed to be in the competitive range.

7.2.6 Determination of Top-Ranked Proposer

The points awarded by the evaluation committee shall determine the final rankings, which shall be forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to DHA Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at DHA's option, be conducted prior to or after the BOC approval.

7.2.7 Minimum Evaluation Results

To be considered to receive an award a proposer must receive a total calculated average of at least 70 points of the 100 total points.

7.2.8 Notice of Results of Evaluation

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

7.2.9 Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on DHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on DHA evaluation committee.

8.0 CONTRACT AWARD

If a contract is awarded pursuant to this RFP, the following detailed procedure will be followed:

8.1 AN AGREEMENT TO ABIDE

By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by DHA in hard copy”, including the contract clauses already attached as “Attachments G, and G-1 through G-4”. Accordingly, DHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

8.2 CONTRACT CONDITIONS

The following provisions are considered mandatory conditions of any contract award made by DHA pursuant to this RFP:

8.2.1 Contract and Method of Payment

The final form of contract and scope of services will be negotiated between DHA and the top ranked firm after the selection process is complete. Invoices with proper document can be submitted monthly. Submit separate invoices for each project, or as requested by DHA.

8.2.2 Assignment of Personnel

DHA shall retain the right to demand and receive a change in personnel assigned to the work if DHA believes that such change is in the best interest of DHA and the completion of the contracted work. Time spent on administrative items should not be billed at the consultant’s rate, but at an appropriate administrative rate.

8.3 INSURANCE REQUIREMENTS

Prior to award, but not as part of the proposal submission, the successful proposer will be required to provide:

8.3.1 Commercial General Liability

\$150,000 per person and \$1,000,000 per occurrence.

8.3.2 Worker’s Compensation Insurance

Equal to or at least \$100,000 per employee (if applicable)

8.3.3 Automotive Insurance

\$100,000/\$300,000 for bodily injury and \$50,000 for property damage.

8.4 NEGOTIATE FINAL FEES

DHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at DHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after DHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO, successfully concluded within five (5) business days, DHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

8.5 CONTRACT SERVICE STANDARDS

All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statues, laws, and regulations.

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

9.0 LIST OF ATTACHMENTS

ATTACHMENT IDENTIFIER	ATTACHMENT NAME	ATTACHMENT ACTION STEP
Attachment A	Form of Proposal	Submit with Proposal under “Section 1”
Attachment B	Sample Confidentiality Agreement	To be signed when selected

ATTACHMENT “A”

Form of Proposal

(NOTE: This form will be placed under “**SECTION 1**” of your hard copy original)

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

ATTACHMENT A – FORM OF PROPOSAL

Instructions

Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by clicking in the first column next to each item (a checkmark will appear) to confirm that the referenced form or information has been included.

NOTE: This form will be placed under “SECTION 1” of your proposal.

“X” ITEM IS INCLUDED	SECTION NUMBER	FIRM NAME OR DETAILS OF INFORMATION TO BE SUBMITTED	ATTACHMENT IDENTIFIER
	Section 1	Form of Proposal	A – this form
	Section 2	Statement of Qualifications	N/A
	Section 3	Price Proposal	N/A
	Section 4	Client Information	N/A
	Section 5	Other Information (OPTIONAL)	N/A

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if DHA discovers that any information entered herein to be false, that shall entitle DHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by DHA via the hard copy original, and by executing all forms provided. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, the undersigned proposes to supply DHA with the services described herein for the fees entered within the areas provided pertaining to this RFP.

Signature

Printed Name

Company

Date

ATTACHMENT B – CONFIDENTIALITY AGREEMENT

Agreement: This Agreement is executed between _____, its subsidiaries, parents, successors, hereby assigned (“Development Consultant”), and the Housing Authority of the City of Decatur, Georgia, hereby assigned, (“Client”), effective _____, as consideration for the establishment and/or continuation of their contractual relationship and sharing of Confidential Material.

The parties agree as follows:

Length of Agreement: This Agreement begins retroactively to the beginning of Development Consultant’s relationship with Client and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

Representation and Warranties: Development Consultant represents and warrants that their relationship with Client will not cause or require he/she/it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, Client, or entity. Further, Development Consultant acknowledges that a condition of this relationship is that he/she/it has not brought and will not bring or use in the performance of his/her/its duties at Client any proprietary or confidential information, whether or not in writing, of a former employer without that employer’s written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach.

Confidentiality: Development Consultant hereby acknowledges that Client has made, or may make, available to Development Consultant certain confidential and/or Proprietary Information without limitation, including trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”). Development Consultant acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Client to maintain its secrecy and confidentiality. Except as essential to Development Consultant’s obligation under this Agreement, Development Consultant shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Development Consultant further promises and agrees not solicit Customers or potential Customers of the Client, after the termination of this Agreement, while making use of Client’s Confidential Material.

Development Consultant shall comply with any reasonable rules established from time to time by Client for the protection of the confidentiality of any Proprietary Information. Development Consultant shall promptly and fully disclose to Client, in confidence (a) all Proprietary Information that Development Consultant creates, conceives or reduces to Development Consultant in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Development Consultant within one year after termination of this Agreement, including but not limited to materials and methodologies involved.

Development Consultant hereby assigns to Client all releases and discharges Client, any affiliate of Client and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Development Consultant arising out of, or relating to, any Propriety Information.

Work Product: The work product of Development Consultant shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated or provided by Development Consultant in connection with Development Consultant’s performance of the Services (“Work Product”). All Work Product shall be the sole property of the Client. Development Consultant hereby assigns to the Client all rights, title and interest in any and all Work Product, including any and all copyright ownership rights in such Work Product.

Real Estate Development Consultant

For purposes of this Agreement, all information that Client provides to Development Consultant, all information pertaining to the Services performed by Development Consultant, and all information regarding Client's business, including, without limitation, the identity of Client, shall be deemed and treated as strictly confidential, Non-public information ("Non-Public Information") unless and until Client specifically authorizes Contractor in writing that any such information may be treated as public. Except as specifically required by law, Development Consultant may disclose Non-Public Information only with Client's prior written consent. Development Consultant shall have no authority to disclose Non-Public Information except in accordance with this section. Information already in the public domain shall not be considered Non-Public Information.

Development Consultant shall neither deliver, reveal, nor report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any federal, state or local government or agency, or to any other person or entity, public or private, without (i) express prior written permission of Client, or (ii) a court or administrative order requiring disclosure. In the event that Development Consultant forms the opinion that it is required by applicable law to disclose any Work Product or any Non-Public Information or is served with a court or administrative order requiring disclosure of any Work Product or any Non-Public Information, it will immediately notify Client in writing, and shall, in accordance with Client's direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure, and shall cooperate fully with Client in responding, appealing, or challenging any such subpoena, or court or administrative order. Neither Development Consultant nor its related entities shall disclose any Work Product or any Non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any private interest other than as contemplated by this Agreement. Development Consultant shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non-Public Information and to prevent its advertent or unintentional disclosure or its inappropriate use by Development Consultant or its subcontractors, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement.

Execution of Instruments: During engagement by Client, upon request and without compensation other than as herein provided but at no expense to Development Consultant, Development Consultant shall execute any documents and take any action Client may deem necessary or appropriate to effectuate the provisions of this Agreement. Development Consultant further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of the service agreement for any reason by the Client, but if Development Consultant is called upon for such assistance after termination of the service agreement, Development Consultant is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Client.

Continuing Effects: Development Consultant's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above.

Notice to Development Consultant: This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Client was used and that was developed entirely on Development Consultant's own time and:

Severable Provisions: The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

Modifications: This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

REQUEST FOR PROPOSAL (RFP) NO. – GA011-2024-03

Real Estate Development Consultant

Waiver: Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

Jurisdiction and Venue: This Agreement is to be construed pursuant to Laws of the State of Georgia. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Georgia, County of DeKalb.

Receipt of Copy: Development Consultant hereby acknowledges that he/she/it has received a signed copy of this Agreement.

By:

Housing Authority of the City of Decatur, Georgia Development Consultant

Client **Development Consultant**

511 West Trinity Place
Decatur, Georgia 30030 _____
Address

Date _____
Date