HOUSING AUTHORITY OF THE CITY OF EAST POINT, GEORGIA

REQUEST FOR PROPOSALS (RFP) No. RFP-2026-11-01

REAL ESTATE DEVELOPMENT CONSULTANT SERVICES

BOARD OF COMMISSIONERS
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Michael Spann

RFP DETAILS
Publish Date: Tuesday, November 10, 2026
Deadline to Submit Questions: Tuesday, November 24, 2026 by 2:00 PM EST
Proposal Submittal Deadline: Tuesday, December 8, 2026 by 2:00 PM EST

RFP Available at: Do Business With Us

EPHA
EAST POINT HOUSING AUTHORITY

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EPHA
EAST POINT HOUSING AUTHORITY

ORGANIZATIONAL BACKGROUND

This Request for Proposals (RFP) is being issued on behalf of two separate public housing authorities — the Housing Authority of the City of East Point, Georgia, and the Fairburn Housing Authority — each of which is seeking to engage a qualified Real Estate Development Consultant to support housing preservation and revitalization efforts within its respective jurisdiction. Although the two Authorities are distinct legal entities with separate Boards of Commissioners, Fairburn Housing Authority is managed by the Housing Authority of the City of East Point, Georgia (EPHA), and all formalities associated with this RFP — including the submittal process, questions, evaluation, and contract award — will be administered through EPHA. For purposes of this RFP, the Housing Authority of the City of East Point, Georgia and the Fairburn Housing Authority may each be referred to individually as an "Authority" and collectively as the "Authorities."

Housing Authority of the City of East Point, Georgia (EPHA)

The Housing Authority of the City of East Point, Georgia (EPHA) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families within the East Point area. EPHA is headed by an Executive Director and is governed by a six-person Board of Commissioners, and is subject to the requirements of Title 24 of the Code of Federal Regulations ("CFR") and EPHA's procurement policy.

Currently, EPHA owns and/or manages: (a) two multi-family apartment complexes totaling 185 units; (b) one multi-family complex totaling 24 units; and 385 Housing Choice Vouchers, 178 Portability Vouchers, 75 VASH Vouchers, and 77 Project-Based Vouchers, for a total of 875 vouchers. EPHA currently has approximately 18 employees.

Fairburn Housing Authority (FHA)

The Fairburn Housing Authority was established in 1959 to provide and encourage the development of quality, affordable housing for individuals and families in the City of Fairburn, Georgia, while promoting self-sufficiency and neighborhood revitalization. FHA is governed by a four-member Board of Commissioners and an Executive Director, and is managed by EPHA. FHA owns and manages 24 public housing units, serving low- to moderate-income individuals, families, the elderly, and persons with disabilities. FHA does not currently administer Housing Choice Vouchers (Section 8) or emergency housing assistance.

PROJECT BACKGROUND

The Housing Authority of the City of East Point, Georgia ("EPHA" or the "Authority") is a public housing authority organized under the laws of the State of Georgia, located at 3056 Norman Berry Drive, East Point, Georgia 30344. EPHA administers publicly supported housing serving the City of East Point, in Fulton County, Georgia, located approximately seven miles southwest of downtown Atlanta. EPHA's current portfolio includes approximately 162 public housing units across two developments — Hurd Homes, located in the East Washington neighborhood, and Martel Homes, located adjacent to the River Park neighborhood — as well as approximately 517 Housing Choice Vouchers.

The Fairburn Housing Authority ("FHA" or the "Authority"), located at 88 Pine Street, Fairburn, Georgia 30213, administers 24 public housing units serving the City of Fairburn, located in Fulton County, Georgia, immediately adjacent to East Point. FHA's portfolio includes several small-scale public housing sites that are similarly aging and in need of reinvestment and repositioning.

Both Authorities' public housing stock, like that of many legacy public housing authorities, faces significant capital needs, aging infrastructure, and long-term operating subsidy constraints under the traditional Public Housing/Annual Contributions Contract (ACC) funding platform. The City of East Point's 2024 Housing Needs Assessment and Neighborhood Revitalization Plan identified the East Washington, River Park, and Center Park neighborhoods as priority areas for reinvestment, and found that low-income households in East Point face a shortage of quality, affordable rental and for-sale housing. The Housing Needs Assessment further noted that approximately 450 units across three existing Low-Income Housing Tax Credit (LIHTC) properties in East Point are at risk of losing affordability restrictions within the next five years. Fairburn faces parallel challenges, with a limited and aging public housing stock and a similar need for reinvestment to expand quality, affordable housing options for its residents.

In response to these conditions, EPHA, on behalf of both Authorities, is seeking a qualified Real Estate Development Consultant (the "Consultant") to lead the comprehensive repositioning and transformation of both Authorities' public housing portfolios, and to support related neighborhood revitalization initiatives in East Point and Fairburn, through all available HUD and State of Georgia affordable housing transformation tools, including the Rental Assistance Demonstration (RAD), Section 18 Demolition/Disposition, the Low-Income Housing Tax Credit (LIHTC) program, and the Choice Neighborhoods program.

While this RFP is issued jointly on behalf of both Authorities, the scope of work ultimately performed for each Authority may be the same, similar, or different, depending on the specific transformation needs and strategy identified for that Authority's portfolio. The selected Consultant, if awarded, may be engaged to perform the same services, or only a portion of the services, described in the Project Scope for each Authority. The specific scope of services to be performed for each Authority will be defined in the applicable signed contract following selection.

PURPOSE AND OBJECTIVES

EPHA, on behalf of the Authorities, intends to engage the Consultant to:

- Develop and execute a comprehensive, portfolio-wide repositioning strategy for the Authorities' public housing assets, including Hurd Homes and Martel Homes in East Point and the Fairburn Housing Authority's public housing sites, and any other properties identified during the engagement.
- Preserve and, where feasible, expand the long-term supply of deeply affordable housing serving Authority residents and the East Point/Fairburn communities.
- Secure the financing, regulatory approvals, and program allocations necessary to fully fund the recommended transformation strategy, including RAD, Section 18, LIHTC, Choice Neighborhoods, and other applicable resources.

- Protect resident rights and minimize disruption throughout planning, financing, relocation, and construction.
- Align housing transformation activities with the City of East Point's and the City of Fairburn's broader neighborhood revitalization, land use, and equitable growth goals.

RFP INFORMATION AT A GLANCE

RFP PUBLISH DATE	**Tuesday, November 10, 2026**
CONTACT PERSON	Michael Spann, Executive Director Office: 678-235-3125 Email: mspann@eastpointha.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITES	1. Access https://www.eastpointha.org/do-business-with-us-1/ to retrieve documents. 2. If you have any problems in accessing the website and/or documents related to the RFP, please email I.T. support: luvell@digitallifeadvisor.com
QUESTION SUBMITTAL DEADLINE	**Tuesday, November 24, 2026 by 2:00 PM EST**
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	Submit a total of **1 original signature copy (marked "ORIGINAL") and 2 exact copies and 1 electronic copy (flash drive only).** Each of the 3 proposal submittals shall have a cover/binder and extending tabs of the proposal in a sealed envelope and addressed to: East Point Housing Authority Request For Proposals (RFP) No. RFP-2026-11-01 Real Estate Development Consultant Services 3056 Norman Berry Drive, East Point, GA 30344 Attention: Michael Spann, Executive Director
PROPOSAL SUBMITTAL ADDRESS & DEADLINE	**Tuesday, December 8, 2026 by 2:00 PM EST**

RESERVATION OF RIGHTS

The Authorities reserves the right to:

1.0 Right to Reject, Waive, or Terminate the RFP. Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time, if deemed by EPHA to be in the Authorities' best interests.

1.1 Right to Not Award. Not to award a contract pursuant to this RFP.

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

1.3 Right to Determine Time and Location. Determine the days, hours, and locations at which the successful proposer(s) shall provide the services called for in this RFP.

1.4 Right to Retain Proposals. Retain all proposals submitted and not permit withdrawal for a period of 60 days following the deadline for receiving proposals, without the written consent of the Contracting Officer (CO).

1.5 Right to Negotiate. Negotiate the fees proposed by the proposer entity.

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

1.7 No Obligation to Compensate. Have no obligation to compensate any proposer for costs incurred in responding to this RFP.

1.8 Right to Prohibit. At any time during the RFP or contract process, prohibit further participation by a proposer or reject any proposal that does not conform to the requirements detailed herein. By accessing https://www.eastpointha.org/do-business-with-us-1/ and downloading this document, each prospective proposer agrees to abide by all terms and conditions set forth herein, and further agrees to inform the CO in writing, within 5 days of discovery, of any item within this RFP — or any item issued thereafter by EPHA — that the proposer believes needs to be addressed. Failure to meet this timeframe shall relieve EPHA, but not the prospective proposer, of any responsibility pertaining to that issue.

PROJECT SCOPE

The selected Consultant shall provide the following services, organized by task, on behalf of both the Housing Authority of the City of East Point, Georgia (EPHA) and the Fairburn Housing Authority (FHA) (collectively, the "Authorities"). HUD program requirements referenced below are subject to change; the Consultant is expected to maintain current knowledge of, and comply with, all applicable HUD notices, PIH notices, and Georgia DCA Qualified Allocation Plan requirements in effect at the time of each transaction.

Task 1 — Portfolio-Wide Assessment and Repositioning Strategy

Conduct a comprehensive physical needs assessment, financial and market analysis, and repositioning feasibility study of the Authorities' public housing portfolios — including but not limited to EPHA's Hurd Homes and Martel Homes, and FHA's public housing sites in Fairburn — to determine the optimal transformation strategy for each asset (RAD conversion, Section 18 demolition/disposition, RAD/Section 18 blend, new construction, or a combination thereof).

- Evaluate the physical condition, capital needs, and rehabilitation versus replacement economics for each development.
- Assess market demand, rent potential, and neighborhood context, including alignment with the City of East Point's Comprehensive Plan, Equitable Growth & Inclusion Strategic Plan, and the East Washington, River Park, and Center Park neighborhood revitalization priorities, as well as the City of Fairburn's applicable land use and revitalization plans.
- Recommend a phased, portfolio-wide transformation and repositioning roadmap for each Authority, including preliminary sources and uses, financing scenarios, and program eligibility analysis (RAD, Section 18, LIHTC, Choice Neighborhoods, and other applicable HUD and State of Georgia resources).
- Identify risks, approval milestones, and an estimated timeline for each recommended transaction.

Task 2 — Rental Assistance Demonstration (RAD) Conversion Services

Provide full transaction advisory and application services to convert eligible public housing units of each Authority from Public Housing/ACC subsidy to long-term, project-based Section 8 assistance under RAD, including RAD/Section 18 blended transactions where applicable.

- Prepare and submit the RAD Conversion Commitment (CHAP) application, Financing Plan, and all required HUD exhibits for each Authority.
- Structure blended transactions consistent with current HUD guidance on RAD/Section 18 blends, including combined HAP contract rent calculations and eligibility for RAD rehabilitation escrow and relocation assistance across the blended unit count.
- Coordinate post-CHAP requirements, including environmental review (NEPA/HUD Form 4128), Rental Assistance Assessment Team (RAAT) submission, evidentiary requirements, and RAD Conversion Closing.
- Advise each Authority on ownership and management entity structuring options permitted under RAD (retention of public housing authority ownership versus transfer to an affiliate or partnership entity).

Task 3 — Section 18 Demolition/Disposition Services

Prepare and process Section 18 applications for demolition and/or disposition of eligible public housing units of each Authority, whether as a standalone transaction or in combination with RAD (blended) or Choice Neighborhoods activities.

- Prepare required demonstrations of obsolescence, cost of continued operation, and viability analyses.
- Prepare and submit the Section 18 application, including required resident consultation documentation, Field Office coordination, and responses to HUD comments.

- Coordinate tenant protection voucher (TPV) requests and ensure consistency with relocation and resident rights requirements.

Task 4 — Low-Income Housing Tax Credit (LIHTC) Application and Syndication Support

Provide development consulting services to pursue 9% competitive and/or 4% tax-exempt bond LIHTC allocations through the Georgia Department of Community Affairs (DCA) Qualified Allocation Plan (QAP) for the rehabilitation, redevelopment, or new construction of each Authority's housing.

- Prepare LIHTC applications, scoring narratives, market studies coordination, and DCA pre-application and application submissions.
- Identify, solicit, and negotiate with qualified tax credit syndicators/investors and construction and permanent lenders to secure competitive equity pricing and debt terms.
- Coordinate with each Authority's legal counsel on partnership formation, operating agreements, ground leases, and regulatory agreements required to close LIHTC financing.
- Manage the LIHTC closing process, construction loan draw setup, and transition to cost certification and Form 8609 issuance.

Task 5 — Choice Neighborhoods Planning and Implementation Support

Support EPHA and the City of East Point in pursuing HUD Choice Neighborhoods Planning and/or Implementation Grant funding to advance comprehensive neighborhood transformation in areas surrounding EPHA's public housing sites, including the East Washington, River Park, and Center Park neighborhoods identified in the City's Housing Needs Assessment.

- Lead or support preparation of a Transformation Plan addressing the HUD Choice Neighborhoods three core goals: Housing, People, and Neighborhood.
- Coordinate the required cross-sector partnership structure, including the City of East Point, Fulton County, local schools, service providers, and resident leadership.
- Prepare Choice Neighborhoods Planning and/or Implementation Grant applications, budgets, and logic models consistent with current HUD Notice of Funding Opportunity (NOFO) requirements.
- If awarded, provide implementation support including grant administration coordination, leveraging analysis, and reporting assistance.

Task 6 — Financial Structuring and Capital Stack Development

Develop and negotiate the full capital stack required to fund the selected repositioning strategy for each property or phase, for both Authorities.

- Prepare sources and uses budgets, 15–20 year cash flow pro formas, and sensitivity analyses.
- Identify and pursue supplemental funding sources, including HOME funds, Housing Trust Fund, Georgia DCA HOME/Housing Trust Fund resources, Federal Home Loan Bank Affordable Housing Program funds, energy efficiency/Green and Resilient Retrofit Program (GRRP) funds, seller/Authority-held financing, and City or County contributions.
- Negotiate term sheets and commitment letters with lenders, investors, and public funding sources.
- Support each Authority in evaluating and selecting a development partner (if a partnership structure is pursued) through a fair and transparent partner solicitation process.

Task 7 — Development and Ownership Entity Structuring

Advise on and help establish the legal, organizational, and asset management structure needed to own, develop, and operate the repositioned housing for each Authority.

- Recommend formation of single-purpose entities, instrumentality entities, or partnerships with qualified developers, as appropriate to each transaction.

- Coordinate with each Authority's counsel on entity documents, management agreements, and compliance with HUD and DCA ownership requirements.
- Advise on long-term asset management, compliance monitoring, and property management transition planning post-conversion.

Task 8 — Relocation Planning, Resident Services, and Compliance

Prepare and implement resident relocation plans that comply with the Uniform Relocation Assistance Act (URA), Section 18, RAD relocation requirements, and HUD resident participation requirements.

- Prepare a Relocation Plan and Resident Notification package for each affected property, including required Choice Mobility, Right to Return, and Resident Procedural Rights notices.
- Coordinate temporary and permanent relocation logistics, moving cost estimates, and resident communications in partnership with each Authority's staff and resident leadership.
- Support meaningful resident and community engagement throughout planning and construction, consistent with feedback gathered through the applicable city's community engagement process.

Task 9 — Design and Construction Development Management

Provide development management oversight of design and construction activities associated with the approved transformation strategy for each Authority.

- Assist each Authority in the selection of architects, engineers, and general contractors through a competitive procurement process.
- Review design development, construction documents, and cost estimates for consistency with program requirements and the approved capital budget.
- Monitor construction progress, draw requests, change orders, and compliance with LIHTC, RAD, Section 18, Davis-Bacon/labor standards, and other applicable requirements through construction completion, lease-up, and stabilization.

Task 10 — HUD and Regulatory Approvals and Compliance

Manage all interactions with HUD, the Atlanta Field Office, the Georgia Department of Community Affairs, and other regulatory bodies necessary to secure required approvals for both Authorities.

- Prepare and track all required HUD submissions (RAD, Section 18, environmental review, Davis-Bacon, Section 3, VAWA, fair housing, and other applicable compliance documentation).
- Coordinate Special Applications Center (SAC) submissions, Annual/5-Year PHA Plan amendments, and Board of Commissioners approvals required to advance each transaction, for each Authority's respective Board.
- Maintain a master compliance and approvals tracker for the full combined portfolio and provide the Authorities with regular status updates.

Task 11 — Community and Stakeholder Engagement

Support the Authorities in coordinating transparent, culturally responsive engagement with residents, neighborhood associations, and other stakeholders throughout the transformation process.

- Coordinate with the City of East Point, the City of Fairburn, neighborhood associations (East Washington, River Park, Center Park, and others), and community organizations to align housing transformation with broader neighborhood revitalization goals in both jurisdictions.
- Facilitate resident meetings, public hearings, and stakeholder briefings required under RAD, Section 18, LIHTC, and Choice Neighborhoods program rules.
- Prepare public-facing materials, FAQs, and presentations summarizing the transformation strategy and timeline for each Authority.

Task 12 — Project Management and Reporting

Serve as the Authorities' lead development consultant and single point of accountability for the transformation program, with all formal reporting and coordination administered through EPHA.

- Develop and maintain a master project schedule (by property, by Authority, and by task) and a consolidated development budget across all funding sources.
- Provide monthly written progress reports and attend monthly (or as-needed) meetings with EPHA and FHA staff and, upon request, either Authority's Board of Commissioners.
- Provide ad hoc technical assistance and respond to HUD, DCA, and other agency requests throughout the term of the engagement.

Federal, State, and Local Laws, Requirements and Regulations. All services provided by the selected Consultant shall be provided in full compliance with HUD, DCA, and other applicable requirements.

PROJECT DELIVERABLES

At a minimum, the Consultant shall provide the following deliverables to the Authorities, through EPHA:

- Portfolio-Wide Repositioning Assessment and Strategy Report, covering both Authorities
- RAD Conversion Commitment (CHAP) applications, Financing Plans, and closing documentation for each applicable property
- Section 18 Demolition/Disposition applications and supporting analyses, as applicable
- LIHTC applications (9% and/or 4%/bond) and closing binders for each applicable property
- Choice Neighborhoods Planning and/or Implementation Grant application(s) and Transformation Plan, if pursued
- Capital stack / sources and uses summary and financing term sheets for each transaction
- Relocation Plan(s) and resident notification packages
- Master project schedule and consolidated development budget, updated monthly
- Monthly progress reports and Board of Commissioners presentation materials, as requested by either Authority
- Final transaction closing binders and a portfolio transformation completion report

QUALIFICATIONS

Respondents should demonstrate the following minimum qualifications:

- A minimum of seven (7) years of experience providing real estate development consulting services to public housing authorities, with direct, hands-on experience structuring and closing RAD, Section 18, LIHTC, and, preferably, Choice Neighborhoods transactions.
- A demonstrated track record of successfully closed affordable housing transactions of comparable size and complexity, including at least three (3) reference transactions completed within the last five (5) years.
- Experience managing multiple, concurrent transactions across portfolios of varying size, including both larger multi-family developments and smaller public housing sites.
- Working knowledge of current HUD PIH Notices, RAD/Section 18 blend guidance, and the Georgia Department of Community Affairs Qualified Allocation Plan.
- Demonstrated relationships with LIHTC syndicators, construction and permanent lenders, and public funding sources active in the Georgia and Southeast affordable housing markets.

- Sufficient staffing capacity to manage multiple, concurrent transactions and to serve as the Authorities' single point of accountability throughout the engagement.
- No conflicts of interest, or full disclosure of any potential conflicts, with respect to the Authorities, their Boards of Commissioners, or their properties.

PROPOSAL FORMAT

So that the EPHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the EPHA has published herein or has issued or may issue by addendum.

Tab No.	Description
A	**Letter of Intent.** A signed cover letter on firm letterhead stating the firm's intent to provide the services and identifying the primary point of contact.
1	**Form of Proposal.** Attachment A. Must be fully completed, executed, and submitted under this tab.
2	**Profile of Firm Form.** Attachment B. Must be fully completed, executed, and submitted under this tab as part of the proposal.
3	**Proposed Services.** As detailed in the Scope of Work, the proposer must, at a minimum, clearly document the following under this tab: • Proposed fees the proposer would charge the Authority to complete the required work. • Demonstrated Understanding of the Housing Authority's requirements for this work. • Technical Approach and the proposer's proposed work plan for delivering the required services. • Technical Capabilities (personnel, equipment, and materials) and Management Plan (staffing of key positions, method of assigning work, and procedures for maintaining service levels, etc.). • Demonstrated Experience performing similar work and a record of Successful Past Performance (meeting cost, schedule, and performance requirements) on contracts substantially similar to this solicitation. • A description of the forms and reports the proposer will use/submit and the reporting method (e.g., written, fax, internet). • A complete description of the products and services the firm provides.
4	**Managerial Capacity/Financial Viability:** A concise description of the proposer's managerial and financial capacity to deliver the proposed services, including brief professional resumes for the individuals identified in Sections 5 and 6 of Attachment B (Profile of Firm Form). This should include the proposer's qualifications to provide the services

	and a description of the firm's background and current organization.
5	**Client Information.** A list of former or current clients — including any Public Housing Authorities — for whom the proposer has performed similar services. At minimum, include: • Client name • Client contact name • Client phone number • Client email address • A brief description and scope of services provided, and the dates of service
6	**Other Required Certifications.** • Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*
7	**Subcontractor/Joint Venture Information (Optional Item).** The proposer should indicate whether it intends to use subcontractors for this work and/or whether the proposal is a joint venture with another firm. Note: all information required of the proposer under the preceding tabs must also be provided for any major subcontractor (10% or more of the work) or joint venture partner.
8	**Section 3 Business Preference Documentation (Optional Item).** Proposers claiming a Section 3 Business Preference must include the fully completed Attachment C, along with any required supporting documentation.
9	**Other Information (Optional Item).** The proposer may include any additional general information believed to be helpful to the Authority's evaluation.

PROPOSAL SUBMISSION

All proposals must be submitted and time-stamped received in the Authority's Office by no later than the submittal deadline stated herein (or within any ensuing addendum). **A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies and 1 electronic copy (flash drive only).** Each of the 3 proposal submittals shall have a cover/binder and extending tabs of the proposal in a sealed envelope and addressed to:

East Point Housing Authority
3056 Norman Berry Drive, East Point, GA 30344
Attention: Michael Spann, Executive Director

The package exterior must be clearly labeled:

No. RFP-2026-11-01 Real Estate Development Consultant Services

Due: Tuesday, December 8, 2026 by 2:00 PM EST

And include the proposer's name and return address. Proposals submitted after the published deadline will not be accepted.

OFFEROR'S RESPONSIBILITIES

Contact With the Authority: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to Michael Spann, Executive Director, only. Proposers must not make inquiry or communicate with any other staff member or official of either Authority (including members of either Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Authorities to disqualify a proposal submittal received from any proposer who has not abided by this directive.

Addenda: All questions and inquiries regarding this RFP will be accepted in writing until 2:00 p.m. EST on Tuesday, November 24, 2026. Questions should be submitted by e-mail to mspann@eastpointha.org, addressed in writing to Michael Spann. The Authorities will respond to all such inquiries in writing by addendum to all prospective proposers.

PROPOSAL EVALUATION.

Determination of Responsiveness. An initial review process will be conducted by EPHA staff to establish responsiveness. Responsiveness will be confirmed by determining whether the Respondent(s) have met all mandatory requirements outlined in this RFP. Any submission not in compliance with the mandatory requirements will be deemed "non-responsive."

Evaluation Criteria. The Statement of Proposals 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:

NO.	Max Point Value	Factor Type	Factor Description
1	**30 points**	Subjective (Technical)	**Demonstrated Understanding & Technical Approach** • Depth of understanding of the Authority's requirements and project goals. • Soundness and thoroughness of the proposed technical approach and work plan. • Appropriateness of proposed methods, forms, and reporting procedures.
2	**20 points**	Subjective (Technical)	**Technical Capabilities & Management Plan** • Adequacy of personnel, equipment, and materials proposed to complete the work. • Clarity of the management plan, including staffing of key positions and assignment of work. • Procedures in place for maintaining consistent level of service throughout the contract.
3	**20 points**	Subjective (Technical)	**Demonstrated Experience & Past Performance** • Relevant experience performing work substantially similar to that required by this solicitation. • Track record of successful past performance, including meeting cost, schedule, and performance requirements.
4	**10 points**	Subjective (Technical)	**Managerial & Financial Capacity** • Qualifications and experience of key personnel, as reflected in submitted resumes. • Firm's organizational background and demonstrated financial capacity to support the proposed services.
5	**5 points**	Subjective (Technical)	**Client References & Track Record** • Relevance and quality of listed client engagements, including any Public Housing Authority experience. • Verified performance through reference contacts (responsiveness, quality, and reliability).
6	**15 points**	Objective	**Proposed Costs** • Competitiveness and reasonableness of the proposed costs relative to the scope of services.
100 points			**Total Possible Points (Base Score)**

Additional points can be awarded for the following tabs:

NO.	Max Point Value	Factor Type	Factor Description
7	**5 bonus points**	Objective	**Section 3 Business Preference** • Awarded upon submission of a fully completed and executed Attachment D and supporting documentation.
8	**0–3 bonus points**	Subjective	**Other Information** • Discretionary points awarded at evaluators' discretion for additional relevant information strengthening the proposal.

EVALUATION METHOD

- **Selection.** The Real Estate Development Consultant will be selected based on the highest total score for all evaluation factors, combining the individual scores of each member of the evaluation team. All respondents will be ranked in order of score. If, for any reason, a contract cannot be negotiated with the highest-ranked respondent, the second highest-ranked respondent will be selected for negotiation of a contract. The Authorities will continue to negotiate with Respondent(s) in order of ranking until a contract is finalized.

    - **Evaluation Committee.** The Authorities anticipate selecting a minimum three-person committee to evaluate each responsive "hard copy" proposal submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed, at any time during or after the RFP process, of the identity of any evaluation committee member. If a proposer becomes aware of the identity of such a person, the proposer SHALL NOT attempt to contact or discuss anything related to this RFP with that person.

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

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

CONTRACT AWARD

Contract Award Procedures. If a contract is awarded pursuant to this RFP, the following procedures will apply:

- **Agreement to Abide by Terms and Conditions**. By completing, executing, and submitting the Proposal, the proposer agrees to abide by all terms and conditions pertaining to this RFP as issued by the applicable Authority, either in hard copy or on website, including the contract clauses already attached. Accordingly, the Authorities have no responsibility to conduct any negotiations after the submittal deadline pertaining to contract clauses already published.

- **Potential Additional Awards**. As previously detailed herein, each Authority anticipates awarding a contract to one proposer as a result of this RFP. If, at any time during the ensuing contract period, the contractual relationship between an Authority and its awarded proposer is terminated (either by the Authority or the Contractor), that Authority reserves the right to award to another proposer who responded to this RFP (most likely the next-ranked proposer). Any such "next-ranked proposer" retains the right to decline such an award. In any case, all proposals will remain eligible for award at any time during the ensuing contract period(s).

Contract Conditions. The following provisions are mandatory conditions of any contract awarded pursuant to this RFP:

- **Contract Form**. Contracts will only be executed on the applicable Authority's contract form; by submitting a proposal, the successful proposer agrees to do so (the Authority reserves the right to amend its form as it deems necessary). The Authority will, during the RFP process and prior to the submittal deadline, consider any contract clauses a proposer wishes to include, upon written request; however, the Authority's failure to include such clauses does not give the successful proposer the right to refuse to execute the Authority's contract form. It is the responsibility of each prospective proposer to notify the Authority in writing, prior to submitting a proposal, of any contract clause it is unwilling to include in the final executed contract. The Authority will consider and respond to such written correspondence; if the prospective proposer is unwilling to abide by the Authority's response, that prospective proposer shall be deemed ineligible to submit a proposal.

- **Assignment of Personnel.** The Authority retains the right to demand and receive a change in personnel assigned to the work if the Authority believes such a change is in the best interest of the Authority and the completion of the contracted work.

- **Unauthorized Sub-Contracting Prohibited.** The successful proposer shall not assign any right, nor delegate any duty, for work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the Authority's prior written consent. Any purported assignment or delegation made without such consent shall be void and may result in cancellation of the contract, or in full or partial forfeiture of funds paid to the successful proposer, as determined by the Authority.

- **Scope of Work by Authority.** As previously noted herein, the scope of work ultimately performed for each Authority may be the same, similar, or different, depending on the specific transformation needs and strategy identified for that Authority's portfolio. The selected Consultant, if awarded, may be engaged to perform the same services, or only a portion of the services, described in the Project Scope for each Authority, as defined in the applicable signed contract.

Contract Period. Each Authority anticipates initially awarding a contract for a period of three (3) years from the Notice to Proceed, with the Authority retaining the option, in its sole discretion, to extend the term for up to two (2) additional one-year periods to complete the full portfolio transformation program described herein.

LICENSING AND INSURANCE REQUIREMENTS

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

- An original certificate evidencing the proposer's current workers' compensation insurance carrier and coverage amount.
- An original certificate evidencing General Liability coverage, naming both the East Point Housing Authority and the Fairburn Housing Authority as additional insureds, together with the appropriate

endorsements reflecting their addition as additional insureds under said policy (minimum $1,000,000 per occurrence, $1,000,000 general aggregate, together with $50,000 damage to premises/fire damage and $5,000 medical expense per person).

- An original certificate showing the proposer's automobile insurance coverage on owned or non-owned vehicles, in a combined single limit of $500,000. For any vehicle used during the term of this engagement that is not owned by the proposer's entity, evidence of automobile insurance coverage with limits of no less than $50,000/$100,000 and $5,000 medical payment must be provided.
- If any such insurance is due to expire during the contract period, the Contractor shall not permit coverage to lapse and shall furnish evidence of renewed coverage to the Authorities. All certificates of insurance must state that no coverage may be canceled or non-renewed until at least thirty (30) days' prior written notice has been given to the Authorities. All Certificates of Insurance must list both the East Point Housing Authority and the Fairburn Housing Authority as "Additional Insured," identify the applicable sites/work (including contract/purchase order number), and be originals.
- A copy of the proposer's business license authorizing the entity to provide such services within the City of East Point and/or the City of Fairburn, and/or Fulton County, Georgia.
- A copy of the proposer's license issued by the state in which the proposer is located, and by the State of Georgia licensing authority, authorizing the proposer to provide the services described herein.

Right To Negotiate Final Fees: The Authority shall retain the right to negotiate the fees paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the Authority's option, serve as the basis for the start of negotiations. Such negotiations shall begin after the evaluation committee has selected a top-rated proposer. If such negotiations are not, in the Authority's opinion, successfully concluded within five (5) business days, the Authority shall retain the right to end negotiations and begin negotiating with the next-rated proposer. The Authority shall also retain the right to negotiate with, and make an award to, more than one proposer (via separate contracts), provided such negotiations and/or awards proceed in the manner described above (top-rated first, then next-rated, until a successful negotiation is reached).

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

REQUEST FOR PROPOSALS (RFP) No. RFP-2026-11-01

Real Estate Development Consultant Services

ATTACHMENT A

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the following Statement's herein:

X=ITEM INCLUDED	Tab No.	SUBMITTAL ITEMS
_____	Tab A	Letter of Intent
_____	Tab 1	Form of Proposal - Attachment A
_____	Tab 2	Profile of Firm Form - Attachment B
_____	Tab 3	Proposed Services
_____	Tab 4	Managerial Capacity/Financial Viability
_____	Tab 5	Client Information
_____	Tab 6	Other Required Certifications
_____	Tab 7	Subcontractor/Joint Venture Information (Optional Item)
_____	Tab 8	Section 3 Business Preference Documentation (Optional Item)
_____	Tab 9	Other Information (Optional Item)

(2) SECTION 3 STATEMENT. Are you claiming a Section 3 business preference? ☐Yes ☐No If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under **Tab No. 8**, which priority are you claiming? _____.

Signature	Date	Printed Name	Company

ATTACHMENT A

(This Form must be fully completed and placed under Tab No. 1)

(3) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? ☐Yes ☐No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(4) Proposer's Statement. The undersigned Proposer hereby states that by completing and submitting this Form and all other documents within this RFP submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Agency discovers any information entered herein to be false, such shall entitle the Agency 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 costs where provided within the RFP, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, in hard copy or on the website (Do Business With Us). Pursuant to all RFP Documents, this Form of Proposal and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the RFP.

Signature **Date** **Printed Name** **Company**

PROFILE OF FIRM FORM
Attachment B

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(1) Prime☐ Sub-contractor☐ (This form must be completed by and for each).

(2) Name of Firm: _____
Telephone: _____
Fax: _____
Email: _____

(3) Street Address, City, State, Zip: _____

_____

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 4 a brief professional resume for each):

[Table No. 1]

Name	Title	% of Ownership

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 4 a brief resume/bio for each. (Do not duplicate any resumes required above):

[Table No. 2]

Name	Title

_____ _____ _____ _____
Signature Date Printed Name Company

PROFILE OF FIRM FORM
Attachment B

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(7) Bidder Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

☐Caucasian American (Male) _____%
☐Public-Held Corporation _____%
☐Government Agency _____%
☐Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

☐Resident-Owned* _____%
☐African American _____%
☐Native American _____%
☐Hispanic American _____%
☐Asian/Pacific American _____%
☐Hasidic Jew _____%
☐Asian/Indian American _____%

☐Woman-Owned (MBE) _____%
☐Woman-Owned (Caucasian) _____%
☐Disabled Veteran _____%
☐Other (Specify): _____%

WMBE Certification Number:
Certified by (What Agency):
(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

(8) Federal Tax ID No.:_____

(9) Local Business License No. (if applicable): _____

(10) State of Georgia License Type and No. (if applicable):_____

(11) Federal License Type and No. (if applicable):_____

(12) Worker's Compensation Insurance Carrier:_____
Policy No.: _____
Expiration Date: _____

(13) General Liability Insurance Carrier: _____
Policy No.: _____
Expiration Date: _____

(14) Automobile Liability Insurance Carrier: _____
Policy No. _____
Expiration Date: _____

Signature	Date	Printed Name	Company

Attachment C

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholder and % of each
☐ Latest Board minutes appointing officers
☐ Organization chart with names and titles and brief functional statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Additional documentation

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full time employees
☐ PHA Residential lease (less than 3 years from date of employment)
☐ List of all employees claiming Section 3 status
☐ Other evidence of Section 3 status (less than3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ Statement of ability to comply
☐ List of owned equipment
☐ List of all contracts for the past 2 years with public policy

Corporate Seal

_____ _____
Authorizing Name and Signature Notary

_____ My term expires: _____
Title

_____
Signature Date Printed Name

Attachment C

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

_____

_____

_____

_____

_____

_____

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)

DATE: _____

_____

Signature Date Printed Name

Attachment C

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES (con'd)

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

_____

Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE
Attachment C

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

Attachment C

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

Attachment C

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

(a) within the maximum total contract price established by the HA; or

(b) not more than "X" higher than the total proposal price of the lowest responsive proposal from any responsible proposer. "X" is determined as follows:

	"X" = LESSOR OF:
When the lowest responsive proposal is less than $100,000	10% of that proposal, or $9,000.00
When the lowest responsive proposal is at least:	
$100,000.00, but less than $200,000.00	9% of that proposal, or $16,000.00
$200,000.00, but less than $300,000.00	8% of that proposal, or $21,000.00
$300,000.00, but less than $400,000.00	7% of that proposal, or $24,000.00
$400,000.00, but less than $500,000.00	6% of that proposal, or $25,000.00
$500,000.00, but less than $1,000,000.00	5% of that proposal, or $40,000.00
$1,000,000.00, but less than $2,000,000.00	4% of that proposal, or $60,000.00
$2,000,000.00, but less than $4,000,000.00	3% of that proposal, or $80,000.00
$4,000,000.00, but less than $7,000,000.00	2% of that proposal, or $105,000.00
$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

_____

Signature & Date:

_____

Typed or Printed Name:

_____

Title:

_____