

Request for Proposal  
City of Carrollton Neighborhood Stabilization Program  
Legal Services Sealed Bid

**City of Carrollton General Instructions For Proposers, Terms and Conditions**

**1. Preparation of Proposals**

Each proposer shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An agent authorized to bind the company must sign proposals.

**2. Explanation To Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposal, drawings, specifications, etc. must be received by **no later than 2:00 PM, Friday, May 29th, 2009. Packets must be submitted to – Attention Charles Griffin, Carrollton NSP Program/Legal Services, Carrollton City Hall, 315 Bradley Street, Carrollton, GA 30117. The time of opening will be 2:15 PM, Friday, May 29th, 2009. Late submittals will not be considered.**

Requests received after this date will not receive a reply. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

The written proposal document supersedes any verbal or written communication between parties. Receipt of addenda must be acknowledged in the proposal. Although the City of Carrollton will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the City Planning and Zoning Department prior to proposal submittal.

**3. Submission of Proposals**

Proposals shall be enclosed in a sealed package, addressed to the City of Carrollton Planning and Zoning Department with the name and address of the proposer, the date and hour of opening. Any addenda should be enclosed in the sealed envelopes as well.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy

items. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Unsigned proposals will not be considered.

City of Carrollton is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by the City of Carrollton. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

#### **4. Withdraw Proposal Due To Error**

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the City of Carrollton Planning and Zoning Department of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project from which the withdrawn proposal was submitted.

Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of the City of Carrollton.

#### **5. Award**

Award will be made to the highest scoring responsive and responsible proposer(s) according to the criteria stated in the proposal documents and where appropriate, within the parameters of the Carrollton Housing Authority Procurement Policy, revised April 14, 2008. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract.

The City reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The City reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

## **6. Rejection of Proposals**

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

## **7. Contract**

Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the City which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a City of Carrollton "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that City of Carrollton requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The City reserves the right to make changes to the "Sample Contract".

When the contractor has performed in accordance with the provisions of this agreement, City of Carrollton shall pay the contractor within a reasonable time any payment requested based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. The City's normal payment terms are net thirty (30) days after receipt of invoice.

## **8. General Information**

Sealed proposals, with original signatures, will be accepted by the Planning and Zoning Department at the time, place, and date specified. One (1) original and three (3) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFQ/P. The City of Carrollton assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

City of Carrollton reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

**9. Uniformity Of Proposal**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with the City of Carrollton should they be selected under the RFP.

**10. Request Additional Information**

Inquiries that must be answered in regards to the Proposal procedures or technical matters submitted in writing via U.S. Mail, Phone, or facsimile to:

Mr. Charles Griffin  
Planning and Zoning Administrator  
City of Carrollton Planning and Zoning Department  
P.O. Box 1949  
Carrollton, GA 30112

-Physical Address for Personal Delivery -

Mr. Charles Griffin  
Planning and Zoning Administrator  
City of Carrollton Planning and Zoning Department  
Carrollton City Hall  
315 Bradley Street  
Carrollton, GA 30117

Fax: (770) 830-2025  
Email: [cgriffin@carrollton-ga.gov](mailto:cgriffin@carrollton-ga.gov)

Correspondence should be submitted only to the designated individual by **no later than 2:00 PM, Friday, May 29th, 2009. Packets must be submitted to – Attention Charles Griffin, Carrollton NSP Program/Legal Services, Carrollton City Hall, 315 Bradley Street, Carrollton, GA 30117. The time of opening will be 2:15 PM, Friday, May 29th, 2009. Late**

**submittals will not be considered.** The City of Carrollton is not bound by any oral representations, clarifications, or changes made to the written specification by City employees, unless such clarification or change is provided to the respondent in written addendum form from the City of Carrollton.

**11. Firm Prices**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of one hundred and twenty (120) days from the date of bid opening.

**12. Proposal/Presentation Costs**

The cost for developing a proposal will be borne by the respondent. City of Carrollton is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

**13. Proposal Evaluation**

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee, made-up as the Carrollton City Manager, the Carrollton Planning and Zoning Administrator, and Carrollton Housing Authority Executive Director will coordinate the review of all proposals.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The City will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

The specific qualitative categories may include, but not be limited to, the following:

1. Staff qualifications
2. Performance/Experience of the firm on projects of similar nature, magnitude and complexity

3. Approach to providing services, including training and support, and scope of work
4. Financial Stability
5. Availability of the firm to conduct the work
6. Cost

**14. Proposal Requirements**

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

Respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also demonstrate the ability to build consensus among public and private interest groups related to this project.

**15. Cover Letter/Executive Summary**

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

**16. Project Team**

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

**Specifications  
Request for Proposal  
City of Carrollton Neighborhood Stabilization Program Legal Services**

**I. INTRODUCTION**

- A. The City of Carrollton is soliciting sealed bids from qualified attorneys currently licensed to practice law in the State of Georgia, who specialize in real estate law and who have demonstrated experience in preparing legal documents, title searches, loan closings, and problem resolution with real estate problems.

**Proposals Due Date: 2:00 PM, Friday, May 29th, 2009. Packets must be submitted to:**

**Attention Charles Griffin, Carrollton NSP Program/Legal Services  
Carrollton City Hall  
315 Bradley Street  
Carrollton, GA 30117.**

**The time of opening will be 2:15 PM, Friday, May 29th, 2009 in the 3<sup>rd</sup> Floor Conference Room, Carrollton City Hall. During this time, the packages will be opened, the submittees names will be called, and the total amount from items 1-7 on page 13 of this bid package will be stated. Late submittals will not be considered**

- B. The City is a recipient of federal Community Development Block Grant (CDBG) Neighborhood Stabilization Program (NSP) funds from the United States Department of Housing and Urban Development (HUD). The real estate legal services required by this RFP include legal document preparations, title searches and, as needed, loan closing and problem resolutions with real estate problems. The Carrollton NSP is a new HUD-funded grant program which the City of Carrollton will be receiving within 60 to 90 days. The Carrollton NSP will involve the acquisition of foreclosed homes in Carroll County, the repair of such homes, and the sales of all homes to eligible NSP homebuyers. The major legal services desired are as follows:

1. Preparation of all legal documents (forms, applications, Purchase Contracts, Promissory Notes, Deeds, related documents) needed to carry out Carrollton's NSP.
  2. Conduct title searches, or review REO title searches, to determine if the Carrollton NSP Program has clear title on foreclosed properties to be acquired.
  3. Conduct all necessary real estate closings on foreclosed properties to be acquired under the Carrollton NSP.
  4. Provide legal advice and services to resolve various problems which might arise under the Carrollton NSP.
- C. Federal funding for this service is provided to the City of Carrollton by the U. S. Department of Housing and Urban Development (HUD). Any contract for payment of fees is contingent upon continued receipt of federal funds.
- D. D.B.E. firms (minority and/or female owned) are encouraged to respond to this RFP.

## **II. SCOPE OF SERVICES**

- A. The functions to be performed by the attorney will be equivalent to those services ordinarily performed in carrying out real estate-related legal activities. The services will be engaged on an "as needed" basis. The attorney will work closely with the Carrollton Planning and Zoning Department staff to carry out all necessary legal services. The agreement resulting from this RFP will be on a fixed-price basis for each type of legal service rendered.

B. The following is an estimate of the number and type of legal services needed:

1. Preparation of legal documents – 12-15 documents
2. Title searches or Review of Completed REO  
Title Searches – 35
3. Loan Closings – 25-30
4. Legal Services/Problem Resolution – 80 (+) hours

### **III. EVALUATION**

- A. The Proposals will be evaluated to select the vendor which rates highest according to the stated criteria.
- B. Proposals will be evaluated based on meeting the minimum requirements and relative responsiveness to the stated criteria and with values weighted as shown:
1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. 30 points
  2. Experience/Performance – Review of past performance on City of Carrollton projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to City 's needs. 25 points
  3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. 15 points
  4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the City. 15 points
  5. Financial Stability – Evaluation of the overall financial position of the firm as determined from financial information required by the Request for Proposal or Qualifications or from other independent sources. 15 points
  6. Cost –Evaluation of the overall cost of the required services as submitted in the Request for Proposal, where applicable. 50 points
- C. The attorney(s) selected to perform the tasks delineated below must demonstrate five to ten years of legal experience in performing real estate services including title searches and loan closings for residential properties, and must be a currently licensed attorney practicing law in the State of Georgia. The Attorney shall specify the name(s) and experience of each person to perform the items identified in the Scope of Services, herein.

- D. City of Carrollton prefers one, and no more than two, to lead each legal firm selected to serve all of the City's NSP legal needs. This lead contact person will supervise the work of all other employees or agents of the contractor. All title opinions and closings must be signed and approved by an attorney licensed to practice law in the State of Georgia.
- E. The proposal shall include at least three (3) current references for comparable size and scope of work.
- F. Attorney shall specify in detail the average time required to complete the following items:
1. All NSP legal documents needed to start the Program.
  2. Title Searches and Reviews of REO-completed Title Searches.
  3. Loan Closings (including all documents).
  4. Legal Services and Problem Resolution services.
- G. Contract pricing - Attorney shall provide fixed prices for the following:
1. Costs to prepare Carrollton NSP legal documents.
  2. Price for title searches for foreclosed properties.
  3. Fixed unit price for loan closings for Carrollton NSP properties acquired.
  4. Hourly rate for extra legal services and problem resolution.
- Note: Price shall include all costs.

## H. Submittal Requirements

1. Complete Cost Proposal. Provide any alternative Cost Proposals the firm wishes to provide. Mark the alternatives so that the Carrollton NSP Cost Proposal is clearly identified.
2. Provide background information on the Approach the firm will take in carrying out the types of legal services.
3. Mention the length of time the law firm will need to complete each type of legal service required.
4. Explain why your firm believes you are the most responsive to the NSP RFP, considering experience, timeliness, and price in your response.
5. Explain in detail the experience your firm has in dealing with foreclosed properties.
6. Discuss the types of legal documents (forms, notes, deeds) you deem critical for the NSP Program in acquiring foreclosed homes, repairing those acquired homes, and selling the homes to low, moderate, and middle income households.
7. Provide any other relevant information which your firm wants the Carrollton NSP Program to review and evaluate.
8. Complete a Section 3 Plan Certification.
9. Complete Reference form.

**BID FORM**  
**City of Carrollton Neighborhood Stabilization Program Legal Services**

<u>Item No.</u>	<u>Estimated Units</u>	<u>Description</u>	<u>Per Unit Price</u>
1.	12-15	Preparation of Real Estate Legal Documents	\$_____
2.	35	Title Searches	\$_____
3.	15	REO Reviews	\$_____
4.	20-25	Loan Closings	\$_____
5.	80 (+)	Hourly Rate for	\$_____
			<b><u>Per Hour Price</u></b>
6.	Unknown	Miscellaneous Legal:	\$_____
7.	Unknown	Services and Problem Resolution	\$_____
		Total	\$_____

**REFERENCES**

City of Carrollton requests a minimum of three (3) references where services of similar size and scope have been completed.

1. COMPANY NAME \_\_\_\_\_  
BRIEF DESCRIPTION OF PROJECT \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_
  
2. COMPANY NAME \_\_\_\_\_  
BRIEF DESCRIPTION OF PROJECT \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_
  
3. COMPANY NAME \_\_\_\_\_  
BRIEF DESCRIPTION OF PROJECT \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

**ATTACHMENT VII – A**

**PROPOSAL TRANSMITTAL LETTER**

The undersigned, \_\_\_\_\_, hereby submits its Proposal to provide the City of Carrollton NSP Services and Support to the City of Carrollton, Georgia pursuant to the Request for Proposals/City of Carrollton (the “RFP”), delivered to the undersigned by City of Carrollton, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if the City of Carrollton, Georgia awards the Contract to the undersigned, the Proposal made and delivered to the City of Carrollton, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and the City of Carrollton, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the RFP included in the Contract Provisions and the Contractor’s Pricing Sheets, all as described in the RFP.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Transmittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_  
Date

**ATTACHMENT VII – B**

**WARRANTY/CONFLICT OF INTEREST STATEMENT**

The undersigned, \_\_\_\_\_, warrants that all information provided by it in this proposal is true and accurate. As a duly authorized representative of \_\_\_\_\_ (Firm), I, \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), certify that to the best of my knowledge no circumstances exist which would cause a conflict of interest in performing services for the City of Carrollton Government, that no employee of the City of Carrollton, nor any public agency official or employee affected by this RFP has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any manner or degree with the performance of services for the City of Carrollton Government, including the purchase of goods or services.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT VII – C

### DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was place when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies, the lower tier participant may be subject to suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should a proposed covered transaction be entered into, any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded shall be prohibited from participation in this covered transaction, unless authorized by the department or agency with which this transition originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for all lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certifications erroneous. A participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Title: \_\_\_\_\_

Corporate Seal (where appropriate)

Date: \_\_\_\_\_

State of: \_\_\_\_\_

City of: \_\_\_\_\_

**ATTACHMENT VII – E**  
**ADDENDUM ACKNOWLEDGEMENT**

*This form is for the acknowledgment of addendum and the date the Proposer received the addendum.*

Number of Addendum	Date Received	Name of Person Receiving Addendum
1		
2		
3		
4		
5		

**ATTACHMENT VII – F**  
**CLIENT REFERENCES**

Please provide at least three (3) current or previous clients who may be contacted regarding services that your organization has performed.

Client Contact Name \_\_\_\_\_  
Organization \_\_\_\_\_  
Grant Program Name(s) / Years Administered \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Services Provided to Client \_\_\_\_\_

Client Contact Name \_\_\_\_\_  
Organization \_\_\_\_\_  
Grant Program Name(s) / Years Administered \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Services Provided to Client \_\_\_\_\_

Client Contact Name \_\_\_\_\_  
Organization \_\_\_\_\_  
Grant Program Name(s) / Years Administered \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Services Provided to Client \_\_\_\_\_