

**REQUEST FOR PROPOSAL  
PROPERTY MANAGEMENT SERVICES**

The Fulton County/City of Atlanta Land Bank Authority (LBA) is inviting proposals from qualified firms to provide property management services for the LBA.

Through the operation of the Land Banking Process, the LBA has in its inventory several hundred parcels, including vacant lots and properties with unoccupied houses. These properties must be secured and maintained until such time as they are conveyed to other parties.

Interested firms should submit **four copies** of their Proposal, which addresses the Proposal Requirements described in the Scope of Work section. Fax and e-mail proposals are not acceptable.

**PROPOSALS WILL BE ACCEPTED UNTIL 4:30 PM (EDT), May 4, 2009**

**They should be addressed to:**

**Mr. Christopher Norman – Board Chairman  
Fulton County/City of Atlanta Land Bank Authority, Inc.  
c/o Griffin & Strong, P.C.  
235 Peachtree Street Suite 400  
Atlanta, Georgia 30303**

If you have any questions concerning this request, please contact Rodney Strong (404) 584-9777.

Sincerely,

Christopher Norman  
Board Chairman  
Fulton County/City of Atlanta Land Bank Authority

## **GENERAL INFORMATION**

Pursuant to O.C.G. A. §48-4-60 the Fulton County/City of Atlanta Land Bank Authority was established through an Interlocal Cooperation Agreement dated January 19, 1994. The Interlocal Agreement between Fulton County, Georgia and the City of Atlanta, Georgia bound both parties to the following purpose:

- A. The parties shall participate jointly in the incorporation of a non-profit corporation named the Fulton County/City of Atlanta Land Bank Authority, Inc. (hereinafter referred to as “the Authority”) the establishment of which will be to foster the public purpose of returning property which is in a nonrevenue generating, nontax producing status to an effective utilization status in order to provide housing, new industry, and jobs for the citizens of the county.
- B. In carrying out this purpose the Authority shall, in accordance with applicable laws and codes, acquire title to certain tax delinquent properties which it will in turn inventory, classify, manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange or otherwise dispose of under such terms and conditions as determined in the sole discretion of the Authority.
- C. In further carrying out this purpose the Authority may, in its discretion, and in conjunction with the Parties’ respective School Districts, extinguish past due tax liens from property foreclosed upon by the Parties in their tax collection capacities, in accordance with the guidelines contained herein.

The LBA over the past 14 years has served the City of Atlanta and Fulton County in this capacity and has stood as a model for other Land Bank Authorities around the country.

Funding for the LBA’s operational needs have been secured from both the City of Atlanta and Fulton County through annual funding request. The Authority generates revenue from the redemption of properties in its inventory of properties that have been conveyed from the City and County.

**SCOPE OF WORK**

I. Services to be performed include the following:

- Conduct regular inspections of the properties
- Receive and order repairs to the properties as required
- Provide monthly inspection reports
- Secure properties as required. This may include boarding up properties, appropriate signage (i.e., “No Trespassing”, etc.), and installing padlocks
- Perform maintenance and preventive maintenance, including removal of trash and debris, cutting grass and shrubbery, etc.
- Conduct, or have conducted, property appraisals as directed.

**EVALUATION OF PROPOSALS**

1. Evaluation Committee – Proposals received will be evaluated by the LBA Board of Directors.
2. Review of Proposals – The LBA Board of Directors will use a three-step method to render a decision on the selection of an auditor.

**Step 1.** Proposals must meet certain mandatory criteria in order to qualify for further evaluation. Any “no” answer to the first two questions will disqualify the proposal. A “yes” answer to the third question will require a written explanation, and may disqualify the proposal.

1. Is the firm properly licensed?  yes  no
2. Is the firm independent?  yes  no
3. Has disciplinary action been taken or is pending against the firm?  yes  no

**Step 2.** Proposals will be scored using the following technical criteria. Points for each question will range from 0-15. The maximum technical score is 95 points. Proposals should address each question.

- Does the firm have a quality control program to help ensure adherence to high professional standards? (0-10)

- ❑ Does the proposal fully respond to the needs of LBA? (0-5)
- ❑ What is the timeframe that the firm will be able to complete the services requested? (0-10)
- ❑ Is the quality of the firm’s professional personnel to be assigned to the engagement and quality of the firm’s management support personnel available for technical consultation adequate? (0-15)
- ❑ Has the firm performed similar services for other local governments, or has there been experience working with the City of Atlanta and Fulton County? If so, please list the references for local government experience and indicate if we may contact them. (0-10)
- ❑ Has the firm performed services for any non-profit organizations? If so, please list the references for non-profit experience and indicate if we may contact them. (0-5)
- ❑ Will the field personnel to be assigned to the engagement have previous non-profit or local government experience? How experienced and credentialed are the staffs that will be involved? (0-15)
- ❑ Does the proposal adequately describe in a clear, concise, and understandable manner the work to be performed procedures to be used? (0-15)
- ❑ Has the firm’s prior experiences with non-profits or local governments, if any, been acceptable? (0-10)

**Step 3. The maximum number of points relating to cost is 20. The score based on the cost of the proposal will be calculated by using the following formula:**

$$\frac{\text{Lowest Cost of All Bids X 20 points}}{\text{Cost Proposed by this firm}}$$

The technical and cost scores will be combined for a maximum score of 115 points.

**PROPOSAL FORMAT AND REQUIREMENTS**

In order to secure information in a form, which will ensure that your proposal will be properly evaluated, you are asked to submit your proposal in the format listed below. Standard proposal formats are acceptable provided the following information is included:

- ❖ Title page should include the proposal subject, the firm's name, address, phone and fax numbers, email address, and contact person, date of the proposal.
- ❖ A Table of Contents with page numbers.
- ❖ A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the period, a statement why the firm believes it to be the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 90 days).
- ❖ Information about the firm. Is the firm local, national or regional? Outline the firm's history, philosophy and target market.
- ❖ Provide prior Property Management Services experience, particularly experience in dealing with non-profit organizations and local governments. Provide references of at least three local government or non-profit clients (with phone numbers and contact persons).
- ❖ A description of your understanding of the project objectives and outcomes and how these will be achieved.
- ❖ Team composition—a complete listing of all key personnel who will be assigned to this project, their background, experience, qualifications, roles and responsibilities, and availability.
- ❖ A proposed work plan and time schedule addressing the scope of work.
- ❖ A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
- ❖ Please indicate the total estimated hours required by classification by the partner, manager, and staff.
- ❖ Outline the level of support your firm will require of the LBA staff or the Board of Directors.

### **WITHDRAWAL OF RFP**

Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFP submittal deadline can be made; however, they may not be re-submitted after the deadline.

## **RFP COSTS**

All costs incurred in the preparation and presentation of the RFP shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the RFP will become property of the LBA. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

## **COMPLIANCE WITH LAWS**

The selected firm agrees to be bound by applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the audit contract.

## **AWARD BASIS**

At the option of the Board of Directors of the LBA, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

LBA reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which LBA, acting in the sole and exclusive exercise of its discretion, deems to be in LBA's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

## **CONTRACTUAL DEVELOPMENT**

If a proposal is accepted, the successful respondent will enter into a contract with Fulton County/City of Atlanta Land Bank Authority, Inc. in their role as management entity for the LBA Board of Directors. Contract discussion and negotiation will follow the award selection. Bidders must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP, or developed subsequently during the selection process.

## **OTHER TERMS AND CONDITIONS**

### **1. INDEPENDENT CONTRACTOR**

The successful bidder and its agents, officers and employees shall act at all times in an independent capacity during the term of the agreement and in the performance of the services to be rendered, and shall not act as, and shall not be, and shall not in any manner be considered to be agents, officers or employees of LBA, the City of Atlanta or Fulton County.

### **2. ASSIGNMENT**

Neither the agreement, nor any part thereof, shall be assigned by the successful bidder without the prior written consent of the Fulton County/City of Atlanta Land Bank Authority, Inc. and the LBA Board of Directors.

### **CONTRACT TERMS**

**You are invited to submit a proposal for a one time service contract. Fulton County/City of Atlanta Land Bank Authority, Inc. may terminate the contract upon written notice to the Contractor of not less than sixty (60) days.**

Fulton County/City of Atlanta Land Bank Authority, Inc. reserves the right to cancel the agreement if it is determined that the selected firm is not performing satisfactorily or is adversely affecting performance of LBA's activities. LBA will provide thirty (30) days written notice of termination.

The LBA also reserves the right to request changes in the selected firm's representation if, at our discretion, assigned personnel are not satisfying the needs of LBA.

### **PAYMENT TERMS**

The LBA will pay the compensation for services, as included in the accepted proposal, based on invoices submitted monthly. The lump-sum fee shall be payable after submission of the Audit Report and after acceptance and approval by the LBA Board of Directors.

### **INFRINGEMENT AND INDEMNIFICATION**

The firm awarded this contract agrees to protect, defend and hold harmless the LBA against any demand for payment for use of any patented materials, process, article, or device that it may enter into the rendering of the necessary services. Furthermore, the selected firm agrees to indemnify and hold harmless the LBA, their employees and the LBA Board of Directors from suits or actions of every nature and description arising out of, or in connection with, the performance of this contract, or on account of any injuries or damages received or sustained by a party or parties by or from any act of the selected firm, or its agents.

### **EQUAL OPPORTUNITY**

The LBA emphasizes that all respondents will receive full consideration without regard to race, color, religion, sex, national origin, sex, disability, age or sexual orientation. Minority and women-owned firms are especially encouraged to respond to this RFP.

## LIMITATIONS

The LBA, reserves the right to reject any and all Proposals and to waive any informality in the solicitation process. Total proposal length excluding cover letter should not exceed 15 pages.

## BIDDER'S QUESTIONS

Any technical questions concerning the request for proposal should be submitted in writing to:

Rodney K. Strong, Esq.  
Griffin & Strong, P.C.  
235 Peachtree Street, Suite 400  
Atlanta, GA 30303  
**Email: Rodney@gspclaw.com**  
**Tel. (404) 584-9777**  
**Fax (404) 584-9730**

Such questions must be received by the date and time stipulated in the calendar of events. If necessary, written responses to these questions will be provided to all firms holding Request for Proposals by the date and time stipulated in the calendar of events.

## CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If LBA finds it necessary to change any of these dates, it will be done by addendum.

<b>April 15, 2009</b>	Issue Date
<b>April 23, 2009, 11:00 a.m.</b>	Pre-Proposal conference (non-mandatory) <b>Fulton County Government Center</b> <b>Department of Purchasing &amp; Contract</b> <b>Compliance-Bid Room</b> <b>130 Peachtree Street, Suite 1168</b> <b>Atlanta, Georgia 30303</b> Deadline for questions regarding RFP
<b>April 27, 2009, 4:30 p.m.</b>	LBA responses to questions
<b>May 4, 2009, 4:30 p.m.</b>	Proposal submission deadline
<b>May 8, 2009</b>	Notification of Award