

## **REQUEST FOR PROPOSAL LEGAL SERVICES**

The Fulton County/City of Atlanta Land Bank Authority (LBA) is inviting proposals from qualified law firms having experience in representing public entities and specific experience in Real Estate law to provide legal services to the LBA under the direction of the LBA General Counsel. The LBA anticipates selecting up to three (3) law firms to provide legal services on an as needed basis.

Griffin & Strong, P.C. serves as outside General Counsel to the LBA. The LBA also receives legal services from the City of Atlanta and Fulton County. The LBA anticipates embarking upon an extensive Land Banking Program in connection with the Federal Neighborhood Stabilization Program which is authorized under Title III of the Housing and Economic Recovery Act of 2008, as well as other programmatic initiatives. The LBA Board has approved a new Land Banking Policy. The selected firms will assist the LBA General Counsel in drafting the necessary documents to implement the Land Banking Process and will also provide real estate closing services as assigned.

In determining the qualifications of a law firm, the LBA will consider the law firm's record in the performance of similar services for other public bodies; and the LBA specifically and expressly reserves the right to reject the proposal of such law firm if the record discloses that such law firm, in the opinion of the LBA, has not properly performed such services or has otherwise disregarded its obligations to its employees or the public clientele it serves.

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. The scope of work for the legal services includes, but is not limited to, the following issues regarding the Land Banking process:
- Home ownership programs;
  - Drafting and reviewing real estate contracts;
  - Preparing and reviewing loan documents;
  - Title examinations;
  - Representation at closing;
  - Handling real estate and financing transactions, including rezoning, variance, and land use issues and consulting;
  - Land planning and development consulting;
  - Entity structure, financing and implementation;
  - Property management analysis and consulting;
  - Build to suit/design build and traditional construction contracts;
  - Project development negotiations;
  - Project syndication and disposition analysis;
  - Purchase agreements and sale agreements;
  - Real estate litigation;
  - Environmental site assessment;
  - Eminent domain;
  - Hope VI requirements;
  - Mixed-finance development issues;
  - Replacement housing factor funding advice;
  - Low income housing tax credit advice;
  - Acquisition and redevelopment of real estate issues;
  - Assist in preparation of evidentiary submissions to the U. S. Department of Housing and Urban Development (HUD), the State of Georgia and/or the City of Atlanta, etc.

Other areas that may be tasked would be for ground leases and/or deeds, regulatory and operating agreements, declaration of restrictive covenants, management agreements, management plans, master development agreements, partnership agreements, Authority

certifications, declaration of trusts, title work, zoning compliance issues, board resolutions, organization documents, developer agreements, other project financing documents, tenant leases, etc.

## **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.

**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 0-20. The maximum technical score is 80 points. Proposals should address each question.

- Does the proposal fully respond to the needs of LBA with regard to the requested services? (0-20)
- Is the quality of the firm’s professional personnel to be assigned to the engagement adequate? (0-20)
- Has the firm provided legal services for other local government entities, 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. (0-20)
- Does the proposal adequately describe in a clear, concise, and understandable manner the way in which the work will be performed? (0-20)

**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 100 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, and Federal I.D. number of the firm.
- ❖ 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? Identify the personnel from the office who will serve LBA. Does the firm meet all State licensing and continued education requirements? Is the firm independent with respect to LBA?
- ❖ Provide prior experience. Provide references of at least three local government or non-profit clients (with phone numbers and contact persons). The clients listed should be those served by attorneys of the proposed team and/or local office who will be serving LBA.
- ❖ Provide information as to the approach, timing and work program of the firm.
- ❖ A section identifying the staff that would be assigned to the project including their background and experience.
- ❖ A section detailing the cost for the work including cost estimates for out-of-pocket expenses. Please indicate the total estimated hourly rates by classification: by

partner, senior associate, junior associate and staff. To the extent that flat fees are charged for certain services, such as real estate closings, list those fees.

### **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 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 Griffin & Strong, P.C. in their role as General Counsel 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. WORK PRODUCT

- a. All documents prepared in connection with the contracted services will remain the property of the successful bidder. The documents must be retained for a period of five years and be made available to Fulton County/City of Atlanta Land Bank Authority, Inc. or the City of Atlanta and Fulton County upon request. All documents rendered to LBA are their exclusive property and subject to their use and control.

### 2. 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.

### 3. 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

**The contemplated contract will be for a two-year term with three (3) one-year options.**

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 monthly invoices, accompanied by detail concerning the work performed during the billing period. The fee shall be payable within thirty days after receipt of the invoice 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, 10:00 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