

**CONTRACT SERVICES**

**REQUEST FOR PROPOSALS**

**NUMBER \_\_\_\_\_**

**Northwest Georgia Regional Commission**

**P. O. Box 1798**

**1 Jackson Hill Drive**

**Rome, GA 30162-1798**

THE NORTHWEST GEORGIA REGIONAL COMMISSION (NWGRC) IS ISSUING THIS REQUEST FOR PROPOSALS (RFP) FOR FURNISHING THE DEVELOPMENT SERVICES DESCRIBED HEREIN.

Inquiries for technical and procurement information should be directed to:

**Michael M. Miller**

**Northwest Georgia Regional Commission**

**P. O. Box 1798**

**1 Jackson Hill Drive**

**Rome, GA 30162-1798**

**(706) 295-6485**

**[mmiller@NWGRC.org](mailto:mmiller@NWGRC.org)**

*Please note that a Proposers Conference will be held at 2:00pm on Thursday January 19, 2012 The Calhoun Convention Center – 100 Peters Street - Calhoun, Georgia 30703. Completed proposals must be received at the address shown above by 4:30 pm, February 3, 2012. Proposals must be received by the date and time specified. Late proposals will be disqualified.* In order to be considered for selection, contractors must submit a complete response to the RFP. *Proposals must be submitted in two parts: (1) one original and four copies of the Technical Proposal and (2) one original of the Cost Proposal. The Cost Proposal must be in a sealed envelope which specifies on its face the name of the contracting firm and “Neighborhood Stabilization Program 3 Proposal”.* The NWGRC reserves the right to reject any and all proposals submitted and to request additional information from all proposers. Any contract awarded will be awarded to the contractor who, based upon evaluation of all proposals, is determined to have submitted the best proposal, considering both technical factors and cost.

In compliance with this request for proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal.

Name and Address of Firm:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:

*(Please Print Name)*

*(Signature)*

FEIN: \_\_\_\_\_

\_\_\_\_\_ *Title*

Telephone (\_\_\_\_\_) \_\_\_\_\_

I. GENERAL INFORMATION

A. PURPOSE

The purpose of this Request for Proposals is to establish a contract for the delivery of services authorized in Title III of the Housing and Economic Recovery Act of 2008 (the Act) and known as the Neighborhood Stabilization Program (NSP). Further ratified The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. *Unless cancelled by either party (with appropriate notice as contained in the contract), the contract will be begin on the date the NWGRC receives notice from the Georgia Department of Community Affairs (DCA) that the DCA has awarded the grant to the NWGRC and will continue until the earlier of May 31, 2014 or all activities contemplated under the contract have been successfully completed.*

B. ANTICIPATED SCHEDULE OF EVENTS

The anticipated timetable for this RFP is presented below:

Activity

Target Date



### III. STATEMENT OF NEEDS

#### A. CONTRACT REQUIREMENTS

The Contractor shall deliver services outlined in the Neighborhood Stabilization Program 3: Proposed Substantial Amendment for the State of Georgia as revised by the DCA as of January 28, 2011 and available at <http://www.dca.ga.gov/communities/CDBG/programs/nsp3.asp>. Proposers may propose to provide all the services to all NWGRC's eligible five NSP3 counties or they may limit their proposal to specific services and/or specific geographic locations within eligible counties. The NWGRC reserves the right to contract with multiple proposers for any given set of services or geographic locations. Said services shall include, but not be limited to the following.

1. Assist the NWGRC and local authorities in the identification of properties that meet the criteria outlined in the Act and which will benefit Low Moderate and Middle Income (LMMI) families.
2. Arrange for qualified appraisals of target properties.
3. Acquire such properties in preparation of rehabilitation and/or resale.
4. Supervise the rehabilitation of the properties to such state that they are ready for sale to LMMI families. The rehabilitation can be effected by Contractor employees or with prior approval, can be subcontracted to qualified organizations or individuals. In any event, all organizations or individuals performing work must be licensed by the state and provide proof of appropriate workers compensation and

liability insurance. All work performed must be performed in such a manner as to bring the structures into compliance with all national, state and local building codes including without limitation all requirements of 24 CFR Part 35 as related to lead-based paint and all federal and state accessibility requirements.

5. Solicit and identify qualifying LMMI families and individuals.
6. Provide a minimum of 8 hours of homebuyer counseling to selected families. Counseling must be provided by a HUD-approved housing counseling agency.
7. Assist homebuyers in obtaining primary mortgages to enable them to purchase rehabilitated homes.
8. Assist NWGRC personnel as needed in the preparation of all reporting required for NSP3 by HUD and DCA.
9. Assist NWGRC personnel as needed in performing an analysis to identify impediments to fair housing choice within the target areas and implementing a plan to overcome the effects of those impediments.
10. Where applicable, administer down payment assistance to qualified home buyers in the form of soft second mortgages, shared equity mortgages or other financing mechanisms.

**B. REPORTING AND DELIVERY REQUIREMENTS**

No later than May 31, 2014, the contractor will ensure that NSP at least half of the funds allocated to each county for which they contracted are obligated to be expended on specific projects and for specific amounts. If the contractor's services include acquisition of property, every effort will be made to sell the property as soon as possible so that additional property can be acquired and rehabilitated prior to December 31, 2013.

The contractor will maintain sufficient records to enable them to track expenditure of program funds by project and purpose. If funds from other sources (i.e. other grants, loans or municipal funds/services) are dedicated to a project, records must be sufficient to segregate the NSP3 funds from all other funds from any source. Further, the contractor must be able to track any program income (as defined in the Act) that relates to NSP funds and segregate it from program income relating to funds from any other sources.

In addition, the contractor will maintain records which will substantiate the following:

1. The income levels of families served by the program.
2. The hours of HUD approved homeowner counseling received by participating families
3. Compliance with building codes.
4. Compliance with all other rules and regulations contained in the Act and the Amendment

#### **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

## A. GENERAL PROPOSAL PREPARATION REQUIREMENTS

### 1. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the contractor. All information requested in the RFP must be submitted.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the RFP.
- c. Each copy of the technical proposal shall be bound in a separate volume and relate solely to the response to the RFP. Nothing shall be included in the technical proposal which would indicate, in whole or in part, the cost component of the proposal or would be otherwise indicative of the dollar amount associated with the technical proposal. All cost component documentation should be included in a separate sealed envelope clearly labeled as to contents. Proposals should be organized in accordance with Attachment B: Model Format of Proposal.
- d. Ownership of all data, materials and documentation prepared for and submitted to the NWGRC in response to the RFP shall belong exclusively to the NWGRC and will be considered a record prepared and maintained or received in the course of

operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. seq., unless otherwise provided by law.

2. Additional information

- a. Contractors who submit a proposal in response to the RFP may be asked to give an oral presentation of their proposal, providing additional information, to the NWGRC's NSP committee. This provides an opportunity for the contractor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not contemplate or authorize negotiation. Oral presentation is an option of the NWGRC in its sole discretion.

3. Costs

- a. Costs incurred to prepare a proposal are solely those of the proposer. Nothing contained within this RFP is indicative of intent by the NWGRC to reimburse the proposer for any costs associated with the preparation or submission of proposals.

**B. SPECIFIC PROPOSAL PREPARATION REQUIREMENTS**

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

Proposals shall be thorough so that the NWGRC may properly evaluate the contractor's capabilities to provide the required services. Proposers shall submit the following items as a complete proposal:

1. Technical Component of Proposal
  - a. The return of this complete RFP signed and filled out as required.
  - b. The completed Mandatory Pre-Qualification Form, Attachment A. The mandatory requirements will not be waived and are not subject to negotiation. The purpose of the Mandatory Pre-Qualification Form is to ensure that the contractor meets the following criteria:
    - i. The contractor will maintain confidentiality of all information obtained in the performance of the contract.
    - ii. The contractor will comply with all local, state and Federal laws and regulations relating to the services provided by the contractor.
    - iii. The contractor does not have any conflicts of interest relative to their performance under the contract.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

- iv. The contractor will comply with all ethics requirements of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22.
- v. The contractor must not have a record of substandard work.
- vi. The contractor agrees to abide by the terms and conditions established in RFP Section VI, General Terms and Conditions and Section VII, Special Terms and Conditions.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

*Failure to meet the mandatory criteria will result in rejection of the entire proposal and no evaluation of the remainder of the technical component or of the cost proposal will be made.*

- c. Detailed written narrative statements on each of the following:
  - i. A description of the contractor's firm rendering the proposal, including whether the firm is international, national, regional, or local, the number of years in business, and the number of employees in the local office.
  - ii. Experience in providing the services described herein, including relevant knowledge of and experience in applying applicable federal and state regulations.
  - iii. Biographies, including experience of the individuals who will be assigned to the engagement, relevant experience of each in acquiring and developing residential properties as well as relevant experience dealing with governmental grants including Community Development Block Grants.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

- iv. A work plan to perform the services required in this request for proposals. In developing the work plan, reference should be made to such sources as the DCA's Substantial Amendment HUD Regulations and related materials. Proposers will be required to provide the following information on their work approach:
  - (a) Approach to ensure that properties are developed to benefit only low moderate and middle income families or individuals;
  - (b) Approach to ensure that 25% of the funds are used to develop properties that will benefit low income families or individuals
  - (c) Approach to ensure that any rents charged will comply with HUD affordability guidelines set forth in 24 CFR 92.252
  - (d) Approach to ensure continued affordability of NSP3 projects as identified in HUD guidelines set forth in 24 CFR 92.252 (2) (2) for rental housing and 24 CFR 92.254 for homeownership housing;

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

- (e) Approach to be taken in determining laws and regulations that will be pertinent to work contemplated in the agreement;
- (f) Approach to ensure that the contractor complies with restrictions on lobbying required by 24 CFR Part 87
- (g) Approach to ensure compliance with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- (h) Approach to ensure compliance with the National Environmental Policies Act of 1969 and related HUD regulations at 24 CFR Part 58.
- (i) Approach to ensure compliance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and implementing regulations.
- (j) Approach to ensure compliance with the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

- (k) Approach to ensure NSP funds are leveraged by the use of other funds including the source of those funds;
    - (l) Approach to ensure NSP3 funds are revolved within the program to ensure maximum benefit from NSP3 funds.
  - v. The proposal should identify any subcontractors the contractor anticipates using in the engagement. The proposal should include qualifications of any subcontractors identified. Further, the proposal should identify the following:
    - a) Commitment to engage subcontractors located in the eligible five county NWGRC NSP3 Counties whenever they can without compromising the quality or cost effectiveness of the work performed.
    - b) Commitment and approach to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135 regarding employment and contract opportunities for low and very low income residents.
  - vi. For the firm's office that would be assigned responsibility for the project, list the most significant

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

projects (maximum of five) performed in the last three (3) years that are similar to the engagement described in this request for proposals.

- d. There should be no dollar units or total costs included in the technical component of the proposal.

2. Cost Component of Proposal

For use following evaluation of the technical phase of the procurement, the following information must be included in a separate sealed envelope marked "For Cost Phase Only".

Completed copies of the Schedule of Professional Fees and Expenses showing:

- \* Proposed fees for each of the services outlined in section III Statement of Needs.

V. EVALUATION AND AWARD CRITERIA

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

The following factors will be considered during the evaluation:

##### A. TECHNICAL FACTORS

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed and ability to complete it in a timely manner. (25% weighting) The following elements will be considered:
  - a. Access to and quality of personnel (either on staff or subcontracted) qualified in the areas of appraisal, real estate law, residential property rehabilitation, and residential real estate sales.
  - b. Familiarity and experience with applicable government regulations.
  - c. Reasonableness of time estimates.
  - d. Timeliness of projected completion.
2. Technical experience of the firm and qualifications of staff, including recent projects completed. (25% weighting)
3. Size and structure of the firm. (10% weighting)
4. Prior experience with the firm or recommendations from references with emphasis on work quality, compliance with applicable regulations and on meeting agreed upon delivery dates. (20% weighting)

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

Each of these technical factors will be assigned a value of 1 to 5, with 5 being excellent and 1 being poor. These values will then be weighted using the percentages noted to arrive at an overall numerical representation. This numerical representation will determine, based on the Proposals submitted, the best qualified, most responsive and most responsible proposer.

##### **B. COST FACTORS**

Although cost is a significant factor, it will not be the dominant factor. Cost will comprise 20% of the possible score for a proposer, but may be given more importance when all the other evaluation criteria are relatively equal. The general approach is to first identify all qualified, responsive proposers and then to award the project or portions thereof to the lowest cost and most responsive proposer(s) in that group. The cost factor will be excluded from consideration until the technical evaluations have been completed and summarized.

If there is reason to believe that an unreasonably low cost proposal has been made, it will be rejected. This determination will be at the sole discretion of the NWGRC. Methods of measuring reasonableness may be to consider cost as a percent of funds expended, or as total cost compared to other Proposals.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

A proposal which does not include all the required statements and affirmations called for in this RFP will be rejected as not being responsive to the RFP.

The cost component ranking methodology is as follows:

The total all inclusive price for the program will be categorized into ranges of cost that will vary depending on the number of Proposals received and the variation of the cost amounts. A numerical evaluation rating, from 1 to 5 will then be assigned to all proposers within those ranges so that they can be more readily compared.

#### VI. GENERAL TERMS AND CONDITIONS

A form, Agreement for Development Services, which is to be executed between the contractor and the NWGRC, is included herein as Attachment C. Sections VI and VII of this RFP contain general and special terms and conditions which will be incorporated into the Agreement by reference.

##### A. APPLICABLE LAW AND COURTS

This solicitation and any resulting agreement shall be governed in all respects by the laws of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

##### B. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, all contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their proposals, and that they have not conferred on any NWGRC employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Contractors specifically certify by submitting their proposal that they are not in violation of the official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions. *Contractors contracting with the State of Georgia (or entities thereof as defined in the Act) further certify that Official Code of Georgia Annotated, Title 45, Chapter 10, Article 2, which prohibits certain public officials and employees of the State of Georgia from transacting business with certain state agencies, has not been and will not be violated in any respect by execution of this proposal and any contract resulting there from.*

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

##### C. DEBARMENT STATUS

By submitting their proposals, all contractors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

##### D. MANDATORY USE OF TERMS AND CONDITIONS

Return of the complete Request for Proposals document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the NWGRC reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

##### E. CLARIFICATION OF TERMS

If any prospective contractor has questions about the specifications or other solicitation documents, the prospective contractor should contact the procurement information coordinator whose name appears on the face of the solicitation *no later than five (5) working days before the due date*. Any revisions to the solicitation will be made only by addendum issued by the NWGRC.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

**F. INVOICES**

All interim and final invoices for services ordered, delivered, and accepted shall be submitted by the contractor to: Michael M. Miller, Northwest Georgia Regional Commission, P. O. Box 1798, Rome, GA 30162-1798, for approval prior to payment by the NWGRC.

**G. PAYMENT TERMS**

The NWGRC will make payment the later of 30 days after receipt of a proper invoice for interim and final billings or receipt of funding draws from DCA, provided that the billing has been approved according to NWGRC policy.

**H. ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the contractor in whole or in part without the written consent of the NWGRC.

**I. CHANGES TO THE CONTRACT**

The NWGRC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The contractor shall comply with the notice upon receipt. The

**IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS** continued...

contractor shall be compensated for any additional costs incurred as the result of such order and shall give the NWGRC a credit for any savings. Said compensation shall be determined by mutual agreement between the NWGRC and the contractor in writing.

**J. DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the NWGRC, after due notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the NWGRC may have.

**K. PRECEDENCE OF TERMS**

Paragraphs A through J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**VII. SPECIAL TERMS AND CONDITIONS**

**A. QUALIFICATIONS OF CONTRACTORS**

The NWGRC may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the work

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

and the contractor shall furnish to the NWGRC all such information and data for this purpose as may be requested. The NWGRC further reserves the right to reject any bid if the evidence submitted by, or investigations of, such contractor fails to satisfy the NWGRC that such contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

#### B. CANCELLATION OF CONTRACT

The NWGRC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, *upon 60 days written notice to the contractor*. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of termination by mutual agreement, the contractor shall be compensated for all work performed at the specified contractual rate.

If through any cause other than acts of God, floods, fires, storms, strikes, lockouts, riot, insurrection, acts of the public enemy, war, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the contractor fails to fulfill in a timely and proper manner obligations under the contract, the NWGRC shall have the right to immediately terminate the contract on written notice to the contractor specifying the effective date of termination.

The contractor shall not be relieved of liability to the governmental entity for damages sustained by virtue of any breach of the contract by the contractor.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

The NWGRC may withhold or require to be withheld any payment to the contractor for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined. In the event of termination for whatever reason all property and finished or unfinished documents, data, studies, and reports prepared by the contractor shall become the property of the NWGRC or its designee.

##### C. RECORDS

The contractor hereby agrees to retain all books, records, working papers, and other documents relative to this agreement for *three (3) years* after final payment. The NWGRC, its authorized agents, and federal and state regulatory and grantor agencies, including the Georgia Department of Community Affairs, shall have full access to and the right to examine any of said materials during said period at no cost to either the NWGRC or any other entity authorized to examine said materials.

##### D. REVIEW AND MONITORING

The NWGRC reserves the right to conduct any review it may deem advisable to assure services conform to the specifications. An employee of the NWGRC will be designated as project monitor to discuss issues that need to be resolved and may require periodic progress reports. The monitor will also be available for technical assistance concerning the interpretation of state laws, regulations and policies.

##### E. CONTRACT PERIOD

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

The contract period shall *begin with the date of acceptance and continue through the earlier of project completion or May 31, 2014 unless terminated earlier as provided in paragraph VII*

F. ADDITION TO OR REDUCTION IN CONTRACT WORK

In the event during the course of the contract period it is determined by any party a change in the scope of the contract work is necessary, the discovering party shall promptly notify the other parties in writing. The parties shall then determine whether the contract shall be amended to provide for an adjustment in the contract work to be performed by the contractor. In no event shall any payment be made for contract work beyond the scope of the original contract until the contract has been amended as provided in Section VII, Item K, Integrated Agreement.

G. IDENTIFICATION OF PROPOSAL ENVELOPE

The signed proposal shall be *returned in a separate envelope or package, sealed and identified as follows:*

From: \_\_\_\_\_

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

Name of Contractor	Due Date	Time
Street or Box Number	RFP Number	
City, State, Zip Code	RFP Title	

Name of Buyer: *Northwest Georgia Regional Commission*  
NSP Development Proposal

The envelope shall be addressed as directed on the cover page of this RFP. Contained within the envelope will be all information necessary for the technical proposal and a separate sealed envelope containing the cost information, specifically labeled "For Cost Phase Only".

H. INDEMNIFICATION

The contractor agrees to indemnify, defend and hold harmless the NWGRC, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of any NWGRC employee or to failure of NWGRC employees to use the materials, goods, or equipment in the manner described by the contractor on the materials, goods, or equipment delivered.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

I. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the NWGRC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the NWGRC the names, qualifications and experience of the proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

J. PROPRIETARY INFORMATION

The NWGRC will not accept responses to Requests for Proposals in cases where the contractor declares the entire response to the RFP to be proprietary information. The contractor must designate in the smallest increments possible, any part of the proposal which it considers be proprietary.

K. INTEGRATED AGREEMENT

Any resulting contract represents the entire and integrated agreement between the contractor and NWGRC and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the contractor and the NWGRC.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

**L. WORKERS' COMPENSATION AND VOLUNTEER LIABILITY INSURANCE**

The contractor shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the NWGRC from any and all liability from or under said act. If the contractor utilizes volunteers to perform services and/or is not required to be covered under the Workers' Compensation laws of the State of Georgia, the contractor will secure sufficient liability insurance coverage to provide protection to the NWGRC which is equivalent to that provided by the Workers' Compensation laws of the State of Georgia. Said insurance coverage shall be with a reputable insurance company acceptable to the NWGRC. In addition, the contractor will save harmless the NWGRC from any and all liability from or under the actions of the contractor's employees and volunteers.

**M. SOCIAL SECURITY/EMPLOYMENT TAXES**

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, Unemployment Benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor on work performed under the terms of this agreement.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

The contractor further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials.

The contractor shall indemnify and save harmless the NWGRC from any contributions, taxes, or liability referred to in this article.

**N. CHANGES IN STATE OR FEDERAL REQUIREMENTS**

As state or Federal regulations governing the application of NSP funds change, the contractor shall adjust their activities and reporting formats and criteria so that the new regulations are satisfied. Any additional time used by the contractor as a result of such changes that would cause the contractor to exceed the proposed scope of work as submitted in the Cost Proposal shall be treated as provided by Section VII, Item F, Addition To Or Reduction In Contract Work and Section VII, Item K, Integrated Agreement.

**O. RATES FOR ADDITIONAL PROFESSIONAL SERVICES**

If it should become necessary for the NWGRC to request the contractor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the NWGRC and the firm. Any such additional work agreed to between the NWGRC and the contractor shall be

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

performed at the same rates as set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

P. DRUG-FREE WORK WORKPLACE

Contractors contracting with the State of Georgia (or entities thereof as defined in the Act) further certify that they will comply with the Drug-Free Workplace Act, Official Code of Georgia Annotated, Section 50-24-1 et Seq. in carrying out any contract resulting from this proposal.

ATTACHMENT A: MANDATORY PRE-QUALIFICATION FORM

To be answered by Contractor

Section A - General Information

1. Firm Name:

Contact Person: \_\_\_\_\_ Telephone Number:

2. Address:

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

3. Firm FEI Number:

Section B - Contractor Firm's Quality Program

Answer each of the following questions by placing an "X" in the proper column at the right.

CHECK ONE

QUESTIONS	YES	NO
<p><b>Subcontracts:</b> Does Contractor Firm agree not to subcontract any work required without the prior express written consent of the contractee?</p>		
<p><b>Confidentiality:</b> Does Contractor Firm agree not to publish or distribute any information concerning work done for contractee, except as provided by law or rule?</p>		
<p><b>Access to Records and Workpapers:</b> Does Contractor Firm agree to keep workpapers and reasonable records to support work claims for at least 3 years and make them available for audit or review by any authorized parties?</p>		
<p><b>Federal and State Laws and Rules:</b> Does Contractor Firm agree to comply with all Federal and State laws, rules and regulations which</p>		

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

pertain to this engagement?		
<b>Conflict of Interest:</b> Does Contractor Firm declare that there is no public or private interest which would conflict in any manner with performance of any services contemplated in this agreement.		
<b>Ethics:</b> Does Contractor Firm certify that its proposals are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their proposals, and that it has not conferred on any NWGRC employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged; that it is not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions?		
<b>Provisions of RFP:</b> Does Contractor Firm agree to abide by all General Terms and Conditions and Special Terms and Conditions specified in the RFP?		

**CONTRACTOR FIRM CERTIFICATION STATEMENT**

I (we) certify that the information contained herein is true and correct to the best of my (our) knowledge, and that the person submitting the RFP on behalf of the proposer has

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

the authority to submit this RFP and make all representations contained herein. I (we) understand that the inclusion of false information may result in rejection of the proposal submitted in response to this RFP.

Proposer Firm Name

Date

Signature of Preparer

**ATTACHMENT B: MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals should be organized in the manner specified by the RFP. The following outline includes all the information called for in the RFP.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

##### TECHNICAL COMPONENT OF PROPOSAL

###### Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of the contact person, and the date.

###### Table of Contents

Include a clear identification of the material by section and by page number.

###### Letter of Transmittal

Limit to one or two pages.

1. Briefly state the proposer's understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.
2. State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.
3. State that the person signing the letter will be authorized to bind the proposer.
4. State the name of the individual assigned to this engagement and the name of the individual assigned the responsibility for the quality of the work and of the reporting.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

##### Profile of the Proposer

1. State the size of the firm.
2. State the location of the office from which the work is to be done and the number of staff employed at that office.
3. Describe the range of activities performed by the local office.

##### Complete Copy of the Request for Proposals

1. Include a complete copy of the Request for Proposals, including all Attachments.
2. Sign the Request for Proposals in all places requiring signature.
3. Complete and sign the Mandatory Pre-Qualification Form.

##### Summary of the Proposer's Qualifications

1. Name the individuals who will work on the contract. Resumes including relevant experience should be included. (The resumes may be included as an appendix.)
2. Describe any recent experience similar to the type of services requested. Give the names and telephone numbers of client officials for three of the projects listed.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

##### Proposer's Approach to the Contract

1. Submit a work plan to accomplish the scope of work specified in Section III of this RFP. The work plan must include time estimates for each significant project. The planned use of subcontractors must also be specified. In developing the work plan, reference should be made to such sources as Title III of Division B of the Housing and Economic Recovery Act of 2008, Dodd-Frank Wallstreet Reform Act of 2010, Federal Regulations pertaining thereto (Docket No. FR-5255-N-01), DCA's substantial Amendment, and other documents relevant to the contract.
2. The proposal should identify and describe anticipated project problems (if any), the firm's approach to resolving these problems, and any special assistance that will be requested from the NWGRC.

##### Additional Data

Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be presented separately. The proposer's general information publications, such as directories or client lists, should not be included.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

##### COST COMPONENT OF PROPOSAL

(To be included in a **SEPARATE, SEALED** envelope)

State the methodology and rates for calculating development fees that the contractor will charge to each project, descriptions of methodology should include sufficient information to enable the NWGRC to determine total cost of various projects with reasonable accuracy.

Without limitation, some examples of methodology would include:

1. Hourly – this might apply to consulting services, homeowner counseling, etc. An estimate of total hours required or hours per home should be included.
2. Fixed – the amount per home or per the contract as a whole. This might be appraisal costs or legal fees.
3. Percentage – if you propose to charge a percentage of funds expended, specify which funds (i.e. acquisition, rehabilitation, appraisals, legal, etc.) would be included in the base to which the fee rate is applied.

In addition to explaining how the development fees are to be calculated, specify which costs (i.e. acquisition, rehabilitation, appraisals, travel, copying, out-of pocket, etc.) will be paid out of the developers fees and which will be billed separately to the program.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

ATTACHMENT C: FORM OF AGREEMENT

Counterpart No.

Of 2 Original Executed Counterparts.

STATE OF GEORGIA, COUNTY OF FLOYD:

AGREEMENT FOR DEVELOPMENT SERVICES

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

THIS AGREEMENT FOR DEVELOPMENT SERVICES, hereinafter referred to as "Agreement", is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Date Hereof"), by and between

\_\_\_\_\_ a (sole proprietorship, general or limited partnership, professional corporation or business corporation) whose agent and address for purposes of this agreement is \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "the Contractor" and NORTHWEST GEORGIA REGIONAL COMMISSION {NWGRC}, a regional development center, whose address for the purposes of this Agreement is \_\_\_\_\_

, herein referred to as "the Contractee".

WITNESS THAT:

WHEREAS, the Contractee is a regional development center created thereby, pursuant to House Bill 315: and

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

WHEREAS, the Contractor is organized under the laws of the State of Georgia or qualified to do business in the State of Georgia and engaged in the business of performing real estate development services; and

WHEREAS, the Contractee desires to utilize the professional services of the Contractor, in accordance with the needs, requirements, terms and conditions contained in a Request for Proposals, Number \_\_\_\_\_ (The "RFP"), and the Contractor's Proposal submitted by the Contractor in response to the RFP, which RFP and Contractor's Proposal are attached hereto and by this reference incorporated herein; and

WHEREAS, the Contractee awarded the contract for development services to the Contractor in accordance with the RFP and in reliance upon the representations and certifications contained in the Contractor's Proposal; and

WHEREAS, the Contractor and Contractee desire to document the terms and conditions of their Agreement.

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**ARTICLE 1**

**BASIC AGREEMENT**

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

The Contractor will perform professional development services in accordance with the Contract Requirements, Reporting and Delivery Requirements, General Terms and Conditions, and Special Terms and Conditions of the RFP. The Contractor shall be compensated for its services as provided in the RFP and the Contractor's Proposal.

ARTICLE 2

COVENANTS AND REPRESENTATIONS

- 2.1 Covenants of the Contractor. The Contractor shall perform professional development services in accordance with the Contract Requirements, Reporting and Delivery Requirements, General Terms and Conditions, and Special Terms and Conditions contained in Sections III, VI, VII of the RFP, and any attachments thereto, all of which are by this reference incorporated herein.
- 2.2 Covenants of the Contractee. The Contractee will provide the information required by Section II of the RFP, all of which are by this reference incorporated herein.
- 2.3 Representations. To induce the Contractee to enter into this Agreement, the Contractee shall be entitled to rely upon the representations and certifications made by the Contractor in the Contractor's Proposal, without independent investigation and verification, and each such representation or certification shall be deemed to be material to this Agreement. The person

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

negotiating and executing this Agreement on behalf of the Contractor has the full right, power, and authority to enter into, execute and perform this Agreement in accordance with the terms hereof, and when executed and delivered, this Agreement will constitute a valid and binding obligation of the Contractor and will be enforceable in accordance with the terms thereof.

**ARTICLE 3**

**FEES**

- 3.1 The Contractor shall be paid for its services as provided in the sealed dollar cost bid as stated in the Cost Component of the RFP, Section IV (B)(2), as submitted by the Contractor in the Contractor's Proposal, which are by this reference incorporated herein. Additional services shall be compensated in the manner set forth in the Addendum to this Agreement, at the same rates as set forth in the schedule of fees and expenses submitted by the Contractor in the Contractor's Proposal.

**ARTICLE 4**

**CONTINGENCIES**

- 4.1 Contingent Obligations of the Contractee. The obligations of the Contractee are subject to the following conditions:

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

4.1.1 The ability of the Contractee to carry out the terms of this Agreement in accordance with the laws and Constitution of the State of Georgia.

4.1.2 The timely performance by the Contractor of each and every covenant, agreement, and obligation imposed upon the Contractor in this Agreement.

4.1.3 The truth and accuracy of each and every representation made by the Contractor.

4.1.4 This Agreement is expressly made subject to other laws affecting its subject matter. In the event of any conflict between such laws and this Agreement, such laws shall take precedence.

4.2 Contingent Obligations of the Contractor. The obligations of the Contractor are subject to the following conditions:

4.2.1 The timely performance by the Contractee of each and every covenant, agreement, and obligation imposed upon the Contractee in this Agreement.

ARTICLE 5

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

**TERM**

This Agreement shall have an initial term beginning with the date of acceptance and continue through the earlier of project completion or May 31, 2014 unless terminated earlier as provided in paragraph VII B.

**ARTICLE 6**

**NOTICES**

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery. Notices shall be addressed to the party or parties identified and at the address as set forth in the introductory paragraph of this Agreement, and the date upon which such notice is delivered shall be deemed the effective date thereof. Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

**ARTICLE 7**

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

**RIGHTS CUMULATIVE**

All rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

**ARTICLE 8**

**NON-WAIVER**

No failure of the Contractee to exercise any right or power given to the Contractee under this Agreement, or to insist upon strict compliance by the Contractor with the provisions of this Agreement, and no custom or practice of the Contractee or the Contractor at variance with the terms and conditions of this Agreement, shall constitute a waiver of the Contractee's right to demand exact and strict compliance with the terms and conditions of this Agreement.

**ARTICLE 9**

**CONTINUITY**

Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Contractor and the Contractee and the devisees, legatees, legal representatives, successors, and assigns of the Contractor and the Contractee.

**ARTICLE 10**

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

**DATE FOR PERFORMANCE**

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

**ARTICLE 11**

**TIME OF THE ESSENCE**

All time limits stated herein are of the essence of this Agreement.

**ARTICLE 12**

**CAPTIONS**

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

**ARTICLE 13**

**COUNTERPARTS**

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

**ARTICLE 14  
NO THIRD PARTY BENEFICIARIES**

Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Contractor and the Contractee have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written.

**CONTRACTOR**

By

(Seal)

Name:

Title:

(If corporation, fill in below)

Attest:

(Seal)

Name:

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

Title:

(Corporate seal affixed)

CONTRACTEE

By

(Seal)

Name:

Title:

PROPOSER CONFERENCE LISTING

RFP NUMBER

FIRM NAME

---

---

---

---



IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS continued...

---

---