

REQUEST FOR PROPOSALS (RFP)

Sealed proposals for **REAL ESTATE BROKER SERVICES** for the City of Greenville, NC will be received by the Community Development Department/Housing Division, 201 W 5th Street, Greenville, NC 27835 until July 15, 2019 at 9:00am.

Bids will be opened and read promptly at 9:30am Monday, July 15, 2019.

Any questions regarding the Request for Proposals should be directed to Tiana Berryman, Housing Administrator, or emailed to tberryman@greenvillenc.gov. All interested firms or individuals are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals.

City of Greenville, NC

Submittal Signature for:

REAL ESTATE BROKER SERVICES

The firm submitting this proposal is required to submit those items listed in the RFP in full as a part of the package.

Failure to submit any of the documents listed below with your proposal, or failure to acknowledge any addendum, or submitting your proposal with any limitations, condition or provision not requested, may be cause for rejection of your proposal. By signing the form below, the authorized representative affirms that the information contained in this document is true and accurate, and that the firm indicated below is capable of providing services as described in their response to this RFP.

Company:

Telephone Number:

Authorized Representative (Print):

Title:

Authorized Signature:

Date:

GENERAL SPECIFICATIONS FOR REAL ESTATE BROKER SERVICES

The City of Greenville Housing Division is seeking proposals from local real estate brokers/firms to sell real property owned by the City.

It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Contract with the City to supply real estate services as outlined herein.

A. SCOPE OF SERVICES

The successful firm or individual shall agree to contract with the City to provide the following:

1. Performing market analysis
2. Providing the Housing Administrator with monthly activity reports
3. Provide Broker's Opinions for attached properties
4. Provide Marketing materials for selected properties to be listed
5. Negotiating with buyers on behalf of the City
6. Coordinating real estate appraisals
7. Coordinating real estate transaction closings

8. Handling all other customary activities and services associated with real estate transactions services will include consultation with City staff relating to reporting efforts/strategies to market real estate. Presentations at public meetings may be required.

B. BROKER'S QUALIFICATIONS – Respondents to this RFP shall have the following qualifications:

1. Must be licensed and in good standing with the State of North Carolina
2. Must have an excellent reputation in the real estate community.
3. Must be knowledgeable in the local real estate market and have experience with residential and commercial properties.
4. Must be knowledgeable in the use of all public real estate records.

C. INSURANCE REQUIREMENTS – For proposal purposes, proposers must submit copies of certificates of insurance for professional liability. The successful contractor must provide original certificates prior to commencing services.

D. FEE SCHEDULE – The proposed fee schedule shall include the following items:

1. State your commission rate for the selling of properties.
2. State any other costs the City may anticipate relating to the real estate services to be provided.

E. TERM OF CONTRACT – The contract period for the successful broker/firm will be from date of award through the end of 12 months. The contract may be renewed at the sole discretion of the City for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the broker/firm and the City of Greenville.

F. EVALUATION AND AWARD PROCESS – Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

G. ORAL PRESENTATION/INTERVIEWS – Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

H. SELECTION CRITERIA – Selection of a broker/firm will be made based on the following criteria:

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP;
2. Experience, qualifications and references;
3. Knowledge of local real estate market;
4. Local reputation;
5. Fee Schedule;
6. Completeness of response to RFP as outlined in this solicitation, and;
7. Experience with working with municipalities and affordable housing.

I. RFP SUBMITTAL REQUIREMENTS – By submitting a proposal, you represent that you have (1) thoroughly examined and became familiar with the scope of services outlined in this RFP and (2) are capable of performing high quality work to achieve the City's objectives.

The following information must accompany your proposal:

- A. List years in business, previous names of the firm, if any;
- B. Description of your firm including size of firm, location, number and nature of the professional staff to be assigned to the City; staff experience and training, including a brief resume for each key person listed;
- C. Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience;
- D. Experience in assisting similar size entities, including any and all services for government agencies, and affordable or workforce housing;
- E. List of at least three (3) references where and when your firm provide similar services; Please provide names and telephone numbers of contact persons for each reference;
- F. Additional services offered through your firm;
- G. Listing of current litigation, outstanding judgments and liens;
- H. Example of marketing materials;
- I. Fee schedule:
 - 1. State your commission rate for listing and selling properties.
 - 2. State your proposed method of compensation for representing the City in negotiations for purchasing properties.
 - 3. State any other costs the City may anticipate relating to the real estate services to be provided.

The City of Greenville is not obligated nor required to list all properties under its purview with the Real Estate Broker under this contract.

The City shall decide at its sole discretion which, if any, of its properties shall be listed for sale with the Real Estate Broker under the terms of the contract.

INSTRUCTIONS TO VENDORS

- 1. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
- 2. LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
- 3. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- 4. WITHDRAWAL OF PROPOSAL** No proposal may be changed or withdrawn after the time of the proposal opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.
- 5. CONFLICT OF INTEREST** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- 6. EQUAL EMPLOYMENT OPPORTUNITY** The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, N. C. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 7. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM** It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting proposals agree to utilize minority and

women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

8. REHABILITATION ACT AND ADA Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

9. TAXES Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

10. QUESTIONS. Questions regarding any part of this proposal shall be directed to Tiana Berryman, Housing Administrator, P. O. Box 7207, Greenville, N. C. 27835, telephone (252) 329-4518, email: tberryman@greenvillenc.gov.

GENERAL TERMS AND CONDITIONS

1. NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. NON-COLLUSION: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

3. PAYMENT TERMS: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

4. GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to proposal, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

5. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her

agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers's compensation, pension or retirement benefits.

7. VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

8. INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

9. E-VERIFY COMPLIANCE: BIDDER (PROPOSER) acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER (PROPOSER) represents that the BIDDER (PROPOSER) and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

10. IRAN DIVESTMENT ACT: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list. A certification form is included with this package. This certification form should be signed and returned with your proposal.

ATTACHMENT B: FEDERAL TERMS AND CONDITIONS

The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, and the terms and conditions of the funding award.

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)