

**Proposals due on Monday, December 23, 2019**

# Request for Proposals



**Request for Qualifications  
Legal Services  
For City of Greenville Housing Division  
January 2020 – December 2021**

**The City of Greenville – Housing Division is requesting proposals from legal firms to conduct ten-year title searches and recording Deed of Trusts for rehabilitation and Lead Hazard Control grants, as related to CDBG and HOME Investment Partnership funding programs in accordance with North Carolina Real Estate Law. Firms owned by women and minorities are encouraged to submit proposals.**

**Bid packages and specifications will be available at the City of Greenville Municipal Building located at 201 West 5<sup>th</sup> Street, Greenville, NC on the 3<sup>rd</sup> floor on or after Monday, December 16, 2019. The City of Greenville reserves the right to reject any or all proposals. Proposals must be submitted to the City of Greenville Housing Division 201 West 5<sup>th</sup> Street, Greenville, NC, Attn: Renee Skeen no later than 9:00 a.m. Monday, December 23, 2019.**

**Bids will be opened and read promptly at 9:15 a.m. on Monday, December 23, 2019.**

**For more information, please contact Sylvia D. Brown, Planner II, at (252) 329-4509.**

**This Ad will run on the Daily Reflector City Page December 16<sup>th</sup>, 2019.**

# **Request for Qualifications**

## **City of Greenville Housing Division**

### **Legal Services**

This is a request for sealed bids for real estate legal services in conjunction with for the Community Development Block Grant and HOME Investment Partnership federal grant programs.

#### **I. Description**

The City is soliciting sealed bids for Real Estate Legal Services for acquisition, housing rehabilitation, lead hazard control (LHC) and purchase assistance programs of owner occupied properties. The service of a North Carolina licensed attorney-at-law is required. These services will be procured by competitive proposals subject to 24 CFR 85.36(d) (3).

#### **II. Scope of Services**

**General Specifications:** To provide to the City of Greenville Housing Division legal council related to ownership for housing rehabilitation, lead testing and abatement, and purchase assistance programs. Specifically:

- 10-year title search for ownership housing rehabilitation and LHC
- Review and record deed of trust(s) and promissory note(s)
- 30-year title search for real acquisition
- Preparation to finalize real estate transactions  
(i.e. all closing documents for acquisition including title insurance and disposal)

#### **III. Subcontracting**

- A. Authority to provide legal service will not be transferred or sublet to any other person or firm unless authorized by the City.

**IV. Insurance**

The Contractor shall carry or require that there be carried, Workmen's Compensation Insurance for all his or her employees and any employees of subcontractors in accordance with the State's Workmen's Compensation laws and shall carry sufficient liability insurance under a contractor's public liability insurance policy to protect against claims arising out of performance of the contract. The Contractor will furnish, to the City, evidence of comprehensive public liability insurance protecting the City for not less than \$300,000 in the event of bodily injury including death and \$100,000 in the event of property damage arising out of the work performed by the Contractor's employees or the employees of any subcontractor in accordance with State or local laws governing Workmen's Compensation. Awarded contractor shall provide insurance and accept full responsibility for any and all claims, liabilities and injuries to their person and/or others as the result of the execution of the signed contract.

**V. Payment**

The City of Greenville Housing Division is to be billed based on the contractual agreement unless noted otherwise.

**VI. Contractor Eligibility Requirements**

All licenses to do business in the City of Greenville and the State of North Carolina must be proper and valid. A copy of all insurance information and licenses shall be included with the bid package.

**VII. Submission Deadline**

- (A) Instructions and complete specifications for submitting bids will be available on **Monday, December 16, 2019**.
- (B) The **Sealed bid** must be submitted on attached Bid Submittal Sheet (Attachment A). All bids are due by **9:00 am Monday, December 23, 2019** to the Housing Division of the Community Development Department located on the 3<sup>rd</sup> floor of the Municipal Building, 201 West Fifth Street, Greenville North Carolina Attn: Renee Skeen. Please put your firm name on the sealed envelope.

**Bids will be opened and read promptly at 9:15 am Monday, December 23, 2019.**

**VIII. Additional Information**

For additional information, you may contact:

Sylvia D. Brown, Planner II  
City of Greenville  
Housing Division  
P.O. Box 7207  
Greenville, NC 27835  
(252) 329-4509

Attachment A: Bid Submittal Sheet

Attachment B: Notice of Federal Funding

Attachment C: City of Greenville General Terms and Conditions

**City of Greenville, North Carolina**  
**Community Development Department - Housing Division**  
**201 West 5<sup>th</sup> Street, 3<sup>rd</sup> Floor, Greenville, NC 27834**

Please complete the following information and Attachment A. Return the original document to the City of Greenville Community Development Department Housing Division no later than 9:00 am on Monday, December 23, 2019.

It is the intention of the Housing Division to contract with two (2) firms to perform legal services for a twenty-four (24) month period.

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The following costs will reflect 10-year title search, review and recording of deed of trust(s) and promissory note(s) related to the owner for housing rehabilitation and LHC, 30-year title search, prepare documentation and close including title insurance for real estate acquisition and finalize all document, and prepare documentation and close for real estate disposal:

<u>Service</u>	<u>Cost per Unit</u>
10-year Title Search for housing rehabilitation	\$ _____
Review and recording of deed of trust and promissory note for above	\$ _____
30-year Title Search for acquisition	\$ _____
Preparation of closing documents, closing and title insurance for acquisition	\$ _____
Preparation of deed for property disposal	\$ _____
Preparation of purchase deed of trust, promissory note and closing for property disposal	\$ _____
TOTAL	\$ _____

**Contract Time Period      January 1, 2020 – December 31, 2021**

**NOTE:** Other legal services not listed above will be bid out on an “as needed” basis.

\_\_\_\_\_  
Company Name & Representative signature

\_\_\_\_\_  
Date

**Attachment A**

**City of Greenville – Housing Division  
Legal Services Bid Submittal Sheet**

Letter of Interest. Provide a letter from Principal(s) of submitting firm.

Copy of Licenses. State of North Carolina and City of Greenville.

General Qualifications Statement. Provide a summary of firm’s ability to perform “Scope of Services” outlined above.

Cost Effective. Provide a separate fee structure for rehabilitation 10-year limited title search, review and recording of documentation, 30-year title search for acquisition and prepare closing documents for acquisitions and disposal for real estate purchases.

Workload/Efficiency. Provide a summary of staff in the firm who are available to perform title work with a two-week turnaround, and provide an explanation of innovative procedures the firm might use to resolve ownership issues preventing recording of deed of trust or acquisition.

Non-Discrimination Certification. Provide a statement attesting to its status as an Equal Opportunity Employer.

\_\_\_\_\_  
Attorney’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security / EIN

## **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)



**Attachment C:**  
**City of Greenville**  
**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 bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.
5. **ACCEPTANCE/REJECTION OF PROPOSALS**: The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.
6. **E-VERIFY COMPLIANCE**: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
7. **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.
8. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**: The City of Greenville 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, located in City Hall-200 W. Fifth Street Greenville, NC. By

submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

9. **MWBE PROGRAM: Minority and/or 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 (M/WBE) 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 M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.  
Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.
10. **FEDERAL LAW** : Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
11. **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.
12. **WITHDRAWAL OF PROPOSALS**: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
13. **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.
14. **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.
15. **VERBAL AGREEMENT**: The City will not be bound by any verbal agreements.
16. **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.

17. **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.