



Greenville County Redevelopment Authority Request for Proposals Real Estate Legal Services

- A. Introduction – This document details the requirements for submission of proposals to provide real estate legal services for the Greenville County Redevelopment Authority (GCRA) for the year beginning July 1, 2024 and ending June 30, 2025 with option to renew two (2) one (1) year terms as mutually agreed upon.
- B. Issuing Office – Greenville County Redevelopment Authority, 301 University Ridge, Suite S-4300, Greenville, SC 29601, (864) 242-9801, <https://www.gcra-sc.org>.
- C. Submission Requirements & Instructions – **Electronic submission of the proposal in Electronic Portable Document Format (PDF) is required, via email to RFP@gcra-sc.org. Firms should verify receipt of submissions. Submissions are due by 12:00 noon EDT on Monday, April 22, 2024.** Any proposal received after the deadline will not be reviewed. The GCRA reserves the right to reject any proposal and act in what it determines to be in the best interest of the citizens of Greenville County and to meet federal procurement requirements in accordance with federal regulation 24 CFR part 85.

All questions concerning this Request for Proposals are to be submitted via email to RFP@gcra-sc.org no later than 5:00 p.m. EDT on Thursday, April 18, 2024.

The Greenville County Redevelopment Authority is an equal employment opportunity organization and prohibits discrimination based on race, color, sex, religion, handicap, or national origin. Minority and women contractors and professionals are encouraged to apply.

Agency Background: The Redevelopment authority administers Greenville County's housing and community development programs. The overall goal of Greenville County's housing and community development program is to develop viable communities by providing decent affordable housing, a suitable living environment, and expanded economic opportunities, principally for low and moderate-income persons. This is accomplished by assisting low and moderate-income persons directly through housing rehabilitation and new homeownership opportunities, infrastructure improvements, and public services, and indirectly by clearance of substandard properties.

- D. Minimum Qualifications –
1. The successful firm, practice, or attorney must be legally licensed to practice law in the State of South Carolina. Legal services firms must have at a minimum five years of real estate and property transactions experience along with non-profit and public governance experience.
 2. Must provide certificate showing appropriate levels of insurance as required for a professional legal services firm, to include General Liability and Errors and Omissions policies, etc.
 3. Must provide W9.
 4. The successful proposer agrees to comply with any and all applicable Federal requirements as listed in attached Addendum A.
- E. Proposal Evaluation – Proposals submitted will be evaluated on the basis of responsiveness to this request, experience of key staff, professional qualification, proposed schedule, and cost. Prompt completion of assignments is required.

- F. Proposal Format/Requirements – Proposal must contain the following:
1. Letter of interest stating your interest and understanding of the submission.
 2. Resumes of key staff and partners that will be assisting the GCRA Board and staff with real estate closings and legal guidance. Attention will be focused on staff with non-profit or public governance experience as well as real estate transactions.
 3. Appropriate levels of insurance as required for a professional legal services firm, to include General Liability and Errors and Omissions policies, etc.
 4. Copy of W9.
 5. Proposed pricing for all items in Scope of Services/Work below.
 6. List of three or more references unless previously under contract with GCRA.
 7. Indicate any potential conflicts of interest, pending litigation, or regulatory action by any entity that may be of interest or that may create a conflict of interest with the GCRA.
- G. Scope of Services – A successful firm should be able to provide the following services and must show evidence of this in the request for proposals. Services may include at a minimum:
1. Title searches
 2. Title updates
 3. Closing cost for services at GCRA offices, closings at other locations other than GCRA offices, for the seller, and purchaser of property:
 - Real Estate Closings
 - Re-closing Cost for GCRA loans
 - Multi-Unit Closing Cost
 - Commercial Loan Closings
 - Acquisition Closings
 - Homeowner repair loans (GCRA Forms)
 - Commercial Façade Improvement Loans (GCRA Forms)
 - Rental Property repair loans (GCRA Forms)
 - Economic Development Loans (GCRA Forms)
 4. Foreclosure Filings
 5. Eminent Domain Filings
 6. Quiet title matters
 7. Rates for Other Matters
 8. Travel Expenses
 9. Document Preparation
 10. Relocation Payments and Escrow Accounts
 11. Guidance on federal regulation and requirements related to the Community Development Block Grant (CDBG) Program, HOME Partnership Program, Emergency Solutions Grant (ESG) and other federal programs administered by GCRA.
 12. Prepare or review Subrecipients' federally funded program agreements/contracts for consistency and sufficiency of the regulations.
 13. Prepare closing documentations, such as Development Agreements, Mortgage Notes, Subsidy Agreements and Promissory Notes on Housing Partners gap funds from GCRA on various development projects including Low Income Housing Tax Credit (LIHTC) rental development and homeownership housing projects.
- H. Governing Provision and Limitations –
1. This RFP does not commit GCRA to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. The issuer reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with all qualified sources, or cancel in part, or its entirety, the RFP, if it is in the best interest of the issuer to do so.

2. GCRA reserves the right to negotiate to the extent possible, with additional funding if available, any contract awarded as a result of this RFP.
3. Proposer(s) shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the issuer for the purpose of influencing favorable disposition toward its own proposal or any other proposal submitted hereunder.
4. News releases pertaining to any matter related to the selection or acquisition process should not be made without prior written approval of the issuer.
5. All materials furnished by a proposer in its proposal shall become the property of the issuer and shall be considered public information, except for material that is excluded under Freedom of Information requirements. All material that proposer considers proprietary shall be made known to issuer by proposer on the proposal cover sheet.
6. Proposers will be required to assume full responsibility for all services, including that of any subcontractors.
7. If the proposer intends to subcontract all or a portion of the work, the proposer must include in the proposal the names of potential subcontractors, their organizational and professional qualifications, resumes, qualifications, and a detailed description of the work to be subcontracted. If the proposer intends to select subcontractors by requests for proposals, please describe the selection process and method which will be used.
8. Proposer(s) shall not engage in any activity which will restrict or eliminate competition or otherwise restrain trade. Violation of this provision may cause proposer's proposal to be rejected by the issuer. This does not preclude joint ventures or subcontractors. All proposals submitted must be an original work product of the proposer(s). The copying, paraphrasing or otherwise using of substantial portions of the work product submitted hereunder is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected. The issuer reserves the right to request revisions.
9. The issuer's obligation hereunder is contingent upon the availability of appropriated funds from the U.S. Department of Housing and Urban Development for which payment for the purposes can be made. No legal liability for the issuer for payment of any money shall arise unless and until funds are made available to the issuer for this proposal and notice of such allocations, to be confirmed in writing by the issuer, is given to the proposer.
10. Oral explanations or instructions given before the award shall not be binding. Any information given to the prospective proposer concerning a solicitation will be furnished to all prospective proposers as an amendment of the solicitation if such information is necessary to proposers in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed proposers.

ADDENDUM A

- A. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business and that the Consultant has not received any non-Authority fee related to this Contract without the prior written consent of the Authority. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.
- B. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom: Provided, that the foregoing provision of this paragraph shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- C. Interest of Member of the Authority or Consultant. No elected official, Authority employee or the Consultant who exercises functions or responsibilities in connection with the carrying out of the Project to which the Contract pertains, and no other officer or employee of Greenville County, South Carolina who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.
- D. Subcontracting. The Consultant shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Authority's prior written approval of the subcontractor. The Authority will not approve any subcontractor for work covered by this Contract, who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.
- E. Assignability. The Consultant shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this contract without the written consent of the Authority: Provided, however, that claims for money due or to become due the Consultant from the Authority under this Contract may be assigned to a bank trust company or other financial institution, including any federal institution, or to a Trustee in Bankruptcy, without such approval. Notification of any such assignment or transfer shall be furnished promptly to the Authority. No assignment or novation expressly provides that the assignment of the consultant's rights or benefits under the Contract is subject to a prior lien for services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such services or supplying such materials, tools or equipment.
- F. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows: (1) the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth this nondiscrimination clause; (2) the Consultant will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color or national origin; (3) the Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

- G. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and engineers and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act of June 13, 1943 (48 Stat. 948, 652 Stat. 740; 63 Stat. 108, title 18 U.S.C., Section 874, and title 40 U.S.C., Section 276C). The Consultant shall comply with all applicable Anti-Kickback regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- H. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Authority shall withhold from the Consultant out of payments due to it, an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Authority for and on account for the Consultant or subcontractor to the respective employees to whom they are due.
- I. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Authority for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the Consultant from its responsibilities as primary contracting party with such subcontractors.
- J. Discrimination Because of Certain Labor Matters. No person employed by the Consultant on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
- K. Audits and Inspectors. At any time during normal business hours and as often as the Authority, HUD and/or the Comptroller General of the United States may deem necessary the Consultant shall make available to the Authority, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the Authority, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract.