



GREENSBORO
NORTH CAROLINA

REQUEST FOR
QUALIFICATIONS

2020-1001

**Qualified Receivers for the City of Greensboro Vacant
Housing Receivership Pilot Initiative
For
Neighborhood Development Department's
Code Compliance Division**

SECTION 1
OVERVIEW

- 1.1. **PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (RFQ):** The City of Greensboro (“City”) hereby solicits and invites proposals from Persons, Developers, Investors, Receivers, Builders, Organizations, Non-Profit Organizations, entities or similar firms (“Contractor”), with proven experience and expertise, to submit a response to the requirements outlined in this RFQ to provide rehabilitative and construction services of single-family homes, multi-family homes, and other accessory structures on an individual parcel of land. Rehabilitative and Construction service request will alternate between contractors, as “round robin” to meet the program’s needs, if more than one proposer is selected, aligned in alphabetical order of the business name. Receivers must be able to provide the services outlined in the specifications.

On August 18, 2020, the City of Greensboro City Council approved the Vacant Housing Receivership Pilot Initiative. The Program addresses properties that have been abandoned by owners or heirs, or left damaged without being repaired, that leaves neighborhoods to deal with consequences beyond their control and results in decreasing property values and increasing crime.

Abandoned, dilapidated, and deteriorating housing affects the health, safety, and welfare of occupants as well as neighbors. Quick action by the City can help to prevent further neighborhood deterioration.

The Vacant Housing Receivership process, whereby the court system appoints a receiver with independent authority to undertake needed repairs or demolition under its supervision, is a powerful tool that not only improves the neighborhood, but preserves available affordable housing and creates jobs in construction and property management.

To implement and achieve the goals of the Vacant Housing Receivership Pilot Initiative, the City of Greensboro is seeking to identify and select qualified entities to be recommended for appointment as “Receivers”. The Receiver will be Superior Court-appointed and must develop a “Plan of Action” for each property that includes but is not limited to housing rehabilitation or demolition and a plan for disposition.

- 1.2. **PRE-SUBMISSION ZOOM CALLS:** None after Initial Award Announcement
- 1.3. **PERIOD AND TERMS OF CONTRACTUAL AGREEMENT:** The selected Contractor(s) will enter into a contract service agreement with the City of Greensboro to cover the proposed scope of work outlined in Section Two (2). The contract term will be for three years, with the option to extend for two additional one-year extensions. Services shall begin on January 1, 2021 and end January 1, 2024.
- 1.4. **SELECTION PROCESS:** After the close of this RFQ, Contractor proposals will be reviewed and evaluated for responsible and responsive submissions, and that all proposals have the required documents as outlined in the RFQ (if required). The selection of award for this Service will be based on the Event Matrix scoring; this contract may be awarded to multiple vendors.

- 1.5. **MINIMUM PROPOSER'S REQUIREMENTS:** Contractor must meet the minimum requirements outlines in the specification. Proposers must meet the following minimum qualifications to be considered for selection. Failure to do so may result in the response being deem non-responsive. The Contractor must:
- Abide by the Terms and Conditions in **Appendix 5**.
 - Have a minimum of 2 years' experience in any combination of Housing Rehabilitation, or Construction Management or employ a contractor that meets this requirement.
 - Demonstrate a working knowledge of construction management, construction (housing rehabilitation) and oversight.
 - Have sufficient staff and resources available to perform the required services with the contract specified time-period.
 - Meet the minimum insurance requirements required by the City of Greensboro.
 - Complete **Appendix 1**; Business Informational Form and submit with their response.
 - Complete the appropriate M/WBE Forms and submit with response.
- 1.6. **SELECTION CRITERIA:** Submissions by contractors will be reviewed and evaluated by the Neighborhood Development Department's Code Compliance Division based on the responses to the following, as well as their capacity to meet the Scope of Services outline in Section II:
- i. Financial Capacity and experience to manage multiple, concurrent projects throughout the City of Greensboro
 - ii. Capacity and experience in property management, housing rehabilitation and construction (housing rehabilitation) or construction management
 - iii. Experience with obtaining financing and real estate closing transactions
 - iv. Experience with acquisition, disposition of housing and foreclosure experience
 - v. Experience working with City departments and/or Superior Court system
 - vi. Experience managing data and reporting requirements for public or private agencies
 - vii. References- Provide names, address, telephone numbers and email addresses of contact persons for at least three projects or related activities.
 - viii. MWBE: Provide a description of contractor or subcontractor solicitation process and a list with certification documentation of any certified Minority and Women's Business Enterprises.
- 1.7. **COMPENSATION:** Respondents selected for the Vacant Housing Receivership Pilot Initiative will be reimbursed as follows:

A receiver has the powers and responsibilities set out in the order of appointment by the Courts. Typical powers include taking possession and control of the property (Real Estate), rehabilitation of the structure or demolition of the property. All attorney fees, expenses, labor, liens, closing, etc. cost shall reside with the receiver and not be a liability or a cost to the City of Greensboro. Liens filed against the real property for all expenses incurred by the receiver are to be filed or recorded at the expense of the receiver and at no cost to the City of Greensboro.

- A receiver can collect all rents and income from the property, which shall be used to pay for current operating expenses and repayment of outstanding rehabilitation or demolition expenses.
- The receiver can place the cost and fees incurred as a lien against the property and can foreclose on the lien or accept a deed in lieu of foreclosure.
- During the period that the receiver manages the rehabilitation or demolition of a property, any receiver fees set by the court and any costs incurred by the receiver shall constitute a lien against the property.
- The receiver's lien has priority over all other liens and encumbrances, except taxes and government assessments. The receiver has exclusive rights to collect all rents and income from the property.

- Following rehabilitation, the receiver possesses all powers of a landlord and may manage the property for up to two years following rehabilitation, with rents received being applied to current operating expenses and repayment of outstanding rehabilitation or demolition expenses.
 - The receiver may foreclose on their lien by selling the property at a public sale and applying the proceeds in the following order: Expenses of the sale, outstanding taxes and government assessments, receiver's lien, liens against the property in order of priority, and remaining funds are returned to the property owner
- 1.8. **RFQ QUESTIONS:** Any questions regarding this Request for Qualifications (RFQ) must be submitted to Troy Powell, Neighborhood Development Department, Code Compliance Division Manager via e-mail to Troy.Powell@greensboro-nc.gov. Each question will be answered via e-mail. All submitted questions and answers will be added to this RFQ in the form of an Addendum.
- 1.9. **CERTIFICATE OF LIABILITY INSURANCE:** Successful Contractor(s) shall be required to provide for itself and maintain at its own cost and expense until the completion of the contract period, the following forms of insurance:
- i. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
 - ii. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - iii. Bodily Injury Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the performance of nuisance abatement contracted services on public or private property.
 - iv. Property Damage Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident because of property damaged or sustained, caused by accident, and arising out of the performance of nuisance abatement contracted services on public or private property.
 - v. Worker's Compensation and Employers' Liability in form and amounts required by law. If not applicable, must provide a waiver of same.
 - vi. Requirements for completion of Insurance Form is in **Appendix 4**.
- 1.10. **RIGHTS OF THE CITY:** As a result of this RFQ, the City reserves the right to accept or reject any and all proposals received in whole or in part, to waive minor technicalities, or to negotiate with all responsive and responsible Contractors. Further, the City reserves the right to award contract(s) in whole or in part, whichever is in the City's best interest as it determines in its sole discretion.
- 1.11. **DUE DATE:** Submittals in response to this RFQ are due to the City of Greensboro's Neighborhood Development Department's Code Compliance Division in paper form anytime after the initial award announcement during the program. Although the City tries to maintain continuous access to the MMOB for submission, service may be interrupted due to COVID-19. Therefore, contractors are encouraged to submit proposals 24 hours prior to the proposal closing.

- 1.12. **SUBMISSION AND RESPONSE SCHEDULE**: Applicants may submit an application at anytime after the initial award announcement.

Prepare (4) four copies of your entire proposal package, including the required submittal elements listed herein. Place all (4) four copies of your proposal package in (1) one sealed envelope, clearly addressed as follows:

“Receivership Pilot Initiative”
City of Greensboro
Neighborhood Development Department
Attn: Troy Powell, Code Compliance Division Manager
300 W. Washington Street
P.O. Box 3136
Greensboro, NC 27402-3136

Your proposal may be delivered by hand or via the US Postal Service as long as the proposal is received in our office by the due date and time; postmark dates will not be considered. Faxed copies will not be accepted.

A) *Mandatory Criteria*

Respondents must meet the following criteria in order to be considered:

- Submittal of completed RFQ response by December 2, 2020 at 3:00 p.m. EST;
- Documentation of nonprofit 501(c)(3), if applicable;
- For-profit or non-profit entity in good standing in the State of North Carolina
- Currently owns properties or renting to residents of the City of Greensboro
- Access to \$25,000 in cash or line of credit to complete rehabilitation
- Absence of any building code violations issued by the city on other real property owner by the person or any member, principal, officer, major stockholder, parent, subsidiary, predecessor, or others affiliated with the person or person’s business.

B) *The City of Greensboro’s Neighborhood Development Department’s Right to Reject Proposals –*
The Neighborhood Development Department reserves the right to reject any and all submissions that do not conform to the requirements set forth in this RFQ or that do not contain at least the information required by Section 3. If no Respondent is selected through the RFQ process, then the Neighborhood Development Department may utilize any other method available under its procurement policies and applicable statutes and ordinances to obtain the services described herein.

C) *No Liability for Costs*

The Neighborhood Development Department is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFQ process.

- 1.13. **SUBMISSION AFTER INITIAL AWARD ANNOUNCEMENT:** Proposed submissions not received by the closing date of this RFQ, may apply after the Initial Award Announcement of this receivership pilot initiative. All requirements of the RFQ and documentation submittals must be met. Upon receipt of a responsive submission, the application packet will be evaluated and scored based upon the Matrix in Section 4. If the proposal packet is responsive and the contractor achieves the minimum of 60 points on the Matrix in Section 4, the contractor will be eligible to enter into a contract with the City to become a qualified receiver in this pilot initiative. Any contractors added to this pilot initiative after the Initial Award Announcement, will be placed at end of the contractor rotation, in the order in which their submission is qualified, and not alphabetically as the initial pool of receivers.
- 1.14. **REPORTING REQUIREMENTS:** Unless waived by the Courts or assigned to the Neighborhood Development Department by the Courts, the receiver provides monthly reports of activities, receipts and disbursements, and files a final accounting of all activity to the Courts. Liens for all expenses incurred by the receiver are to be filed or recorded at the expense of the receiver and at no cost to the City of Greensboro. Selected Receivers will respond within reasonable timeframes to requests for additional information on program activity as these arise.
- 1.15. **END OF RECEIVER'S APPOINTMENT:** The tenure of a receiver serves as an appointment at the pleasure of the Courts. The general statute identifies a time period to end a receivership as the expiration of two years after the completion of the rehabilitation or demolition. At that time, the Courts can choose to take a couple different actions such as determining the final accounting of monies owed to the receiver and government taxes and fees; initiate foreclosure to recover the costs and expenses; or dismiss the receiver when or if all costs has been recovered. The receiver is eligible to bid on the property during foreclosure at the public sale to gain ownership of the property if approved by the Courts.
- 1.16. **CERTIFICATION:** The Proposer hereby certifies that it has carefully examined this Request for Qualifications and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFQ, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all Proposers. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.
- 1.17. **ASSIGNMENT:** No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the City of Greensboro. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFQ, in whole or in part, without the prior written approval from the City of Greensboro.
- 1.18. **INDEMNIFICATION:** The Proposer will indemnify and hold the City of Greensboro harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the City to the extent it is caused by the negligence of Proposer, its sub-consultants, or their employees or agents,

while performing duties under this Agreement, provided that the City gives the Proposer prompt, written notice of any such claim or suit. The City shall cooperate with Proposer in its defense or settlement of such claim or suit. This section sets forth the full extent of the Proposer's general indemnification of the City from liabilities that are in any way related to Proposer's performance under this Agreement.

- 1.19. **INDEPENDENT CONTRACTOR:** It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the City and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the City harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 1.20. **CITY CONTRACT TERMS:** Receivers will be contracted for a term of three-years. Two additional one-year extensions will be available based on performance of the Receiver.
- 1.21. **GOVERNING LAW:** This RFQ and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.
- 1.22. **CONFIDENTIAL INFORMATION/PUBLIC RECORDS LAW:** The City assumes no responsibility for confidentiality of information offered in a proposal. The RFQ does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. The City of Greensboro reserves the right to share any information submitted in response to this RFQ or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.
- 1.23. **COMPLIANCE WITH LAWS AND REGULATIONS:** Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify the City of Greensboro at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements

- 1.24. **ACCEPTANCE:** Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal. Furthermore, the City is not bound to accept a proposal on the basis of lowest price, and further, the City has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City's best interests to do so. The City reserves the right to accept or reject any or all the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.
- 1.25. **NON-RESPONSIVE SUBMISSION:** If any of the requested documentation or information is not submitted or found to be missing or misleading, the submission will be considered non-responsive and will not be scored in the Matrix.
- 1.26. **ADDITIONAL SERVICES:** The City reserves the right to negotiate additional services with the Proposer at any time after initial contract award.
- 1.27. **ATTACHMENT:** City of Greensboro – Vacant Housing Receivership Pilot Initiative

SECTION 2
SCOPE OF SERVICES

- 1.13 **DESCRIPTION OF WORK:** To provide rehabilitation, construction, demolition or real estate sales services of a vacant building, structure, or dwelling identified by the City of Greensboro's Neighborhood Development Department's Code Compliance Division and approved for receivership by the Greensboro Minimum Housing Standards Commission, in which an Ordinance ordering the structure to be repaired or demolished has been properly adopted and 90-days has expired from the adoption of the Ordinance.

The Contractor performs the following as a condition of the requested services:

- i. Oversee the construction and rehabilitation of assigned properties; ensure compliance with all City of Greensboro Codes of Ordinances and Greensboro Minimum Housing Code, when appointed as a receiver by the Courts
- ii. Prepare and submit rehabilitation construction plans that meet the Greensboro Minimum Housing Code
- iii. Obtain all permits, inspections, approvals, and final sign offs
- iv. Possess all necessary firm or contractor certifications, or use a certified subcontractor
- v. Follow MWBE program guidelines for solicitation of MWBE subcontractors and provide utilization documentation
- vi. Follow appropriate standards of care and construction for lead paint, asbestos, mold or other environmental issues
- vii. Timely completion of construction
- viii. Assume all risks of construction (Builders Risk Insurance)
- ix. Timely attention to warranty issues
- x. Manage properties pending disposition of receivership appointment by the Courts.
- xi. Manage the process for property disposition in accordance with contractual agreements.
- xii. Inspect properties, work with the City of Greensboro, and appear in court as necessary to ensure code compliance and housing preservation or demolition.
- xiii. Monitor rehabilitation and construction on properties while working with the City of Greensboro and appear in court as necessary to ensure compliance with the Court's receivership order.

This work shall include, but is not limited to providing all licenses, materials, equipment, supervision, and permits required for the Contractor to provide requested services for the existing structure and any accessory structures on the identified parcel/lot or contained within the scope of work.

1.14 **ELIGIBLE RESPONDENTS**: You are invited to respond to this RFQ if your organization:

- i. Is a for-profit or non-profit entity in good standing in the State of North Carolina
- ii. Currently owns properties or serves residents of the City of Greensboro
- iii. Demonstrates significant prior experience performing the following:
 - Financial and institutional capacity to provide property management services and carry costs until property disposition and demonstrated ability to complete the rehabilitation or demolition of property.
 - Construction management, construction (housing rehabilitation) and oversight
 - Ability to obtain necessary insurance
 - Absence of any building code violations issued by the City of Greensboro on other real property owned by the person or any member, principal, officer, major stockholder, parent, subsidiary, predecessor, or others affiliated with the person or person's business.
 - Property management experience.
 - Manage city data and reporting requirements for the city.

Firms must demonstrate significant experience in the field of property management, construction monitoring, housing rehabilitation, or construction management. All key personnel shall be on staff and possess the proper accreditations and/or certifications. The City reserves the right to interview selected applicants if necessary

SECTION 3
SUBMISSION OF PROPOSAL REQUIREMENTS

Contractors submitting a proposal must meet the minimum requirements and submit the following information with their response.

[Matrix: If information is not provided, the proposal is deemed non-responsive.]

2. Letter of Interest: The letter of interest must reference the Receivership Pilot Initiative RFQ and contain:
 - Company profile, history, and staffing.
 - General description of the contractors understanding of the requested services.
 - Identification, address, telephone, fax number, e-mail address of contractor and primary contact person.
 - Summary of the contractor's qualifications and experience and any contractor's license number.
 - Experience the contractor has providing the requested services.
 - Number of years the contractor has provided requested services.
 - Briefly describe the qualifications of the key staff responsible for administering requested services.
 - Signature of the contractor or agent who is legally authorized to enter into a contractual relationship on behalf of the contractor.

Letter must be notarized or have a corporate seal.
3. M/WBE Forms: Contractor is required to complete the appropriate M/WBE Forms, (**Appendix 2** or **Appendix 3**, see attached and incorporated herein by reference affidavits) and submit with response.
4. Local Preference Policy: Contractor is required to demonstrate if they qualify. **Appendix 6**
5. Non-Profit Status: If applicable, please include a copy of the following non-profit documentation:
 - Articles of Incorporation, Bylaws, IRS 501(c)3 determination letter and Form 990
 - If non-local organization, include proof of board authority to conduct business in Greensboro
 - Current list of all members of the Board of Directors, including name, address, and beginning and ending dates of term
6. Employees Relative Experience: Provide a list of employees with relevant experience in the following areas:
 - i. Construction (housing rehabilitation) and/or Construction Management, especially housing rehabilitation.
 - ii. Property Management
 - iii. Receivership Services
7. Accreditations / Certifications: Provide copies of the builder's contractor license and copies of any accreditations or certifications of the firm or key staff to perform requested services.
8. Rehabilitation Construction Plan: Provide a copy of a rehabilitation / construction plan completed by the firm within the last two years and the timeline for completion.
(Note: Personal client information may be blacked out.)
9. References and Examples: Provide the Location (street address), description, and photographs of housing projects under construction or completed in the last three years or a max of five (5) properties and the name and phone number for contact persons at three (3) of the properties, that include the following types of activities:
 - i. Managing rehab and/or emergency repair
 - ii. Managing acquisition and disposition of property
 - iii. Properties sold or managed
 - iv. Receivership services/housing court case management

10. Experience in Financing: Describe the builder's experience in securing construction financing commitments and managing project financing. Provide evidence of lines of credit or bank commitment letter. Disclose and explain any of the following as applicable for any sole proprietor or principals in a partnership. If none apply, please provide statement stating there are none:
 - i. Current financial default or more than sixty (60) days duration.
 - ii. Mortgage assignment or workout arrangement.
 - iii. Foreclosures.
 - iv. Bankruptcy.
 - v. Litigation relating to financing or construction of a project, which is pending or mechanic's and materialmen's lien litigation.
 - vi. Real estate tax delinquencies (past 2 year).

11. Good Standing: Provide documentation demonstrating evidence of good standing to conduct business in the State of North Carolina.

12. Financial Statement: Provide a signed current financial statement of the builder along with the most recent two years financial audit or tax statements. The current financial statement should show the builder's assets, liabilities, and net worth.

SECTION 4
AWARD PROCESS

SELECTION OF AWARD: Contractor must meet all requirements and the minimums listed in the RFQ and attached appendices. All responsive proposals will be scored with an emphasis applied on the following criteria: Price, Licenses, Qualifications, Work Quality, and Similar Jobs. The City may engage in discussions with any potential Contractor prior to final determination and award. To become a qualified receiver in this pilot initiative, the Contractor must score a minimum of 60 points on the Matrix as detailed below.

After the initial award announcement in this Receivership Pilot Initiative, any additional companies, entities, persons, or applicants can apply to this process and become a qualified receiver, if the Matrix Score of their submission is 60 or above. Any additional qualified receivers added after the initial award announcement, will be added after the last contractor on the rotation listing and so on for any additional receivers qualified during this pilot program.

Award Matrix

Maximum Points	Selection Criteria
25	<p>Construction Experience Number of years in business as a contractor in residential construction or rehabilitation projects within the last five years under the company name listed in this proposal. List any other names your firm operated under previously.</p> <p>Matrix Scoring:</p> <ul style="list-style-type: none"> • 25 Points: If number of years is <u>3 or greater</u>. • 20 Points: If number of years is <u>2-3 years</u> • 10 Points: If number of years is <u>1-2 years</u> • 0 Points: If number of years is <u>less than 1 year</u>
15	<p>Financial Capacity Evidenced in the financial bank statement or line of credit of \$15,000 available to complete rehabilitation. Financial Statements and Documents submitted must clearly indicate capacity for this measurement.</p> <p>Matrix Scoring:</p> <ul style="list-style-type: none"> • 15 Points: If company has cash on hand or line of credit of <u>\$15,000 or more</u> • 10 Points: If company has cash on hand or line of credit of <u>\$10,000 - \$14,999</u> • 5 Points: If company has cash on hand or line of credit <u>\$5,000 - \$9,999</u> • 0 Points: If company has case on hand or line of credit <u>less than \$5,000</u>

15	<p>Financial History</p> <p>Evidence of financial history to obtain construction financing sufficient to meet the requested development standards, without deficiencies listed herein. Financial deficiencies as determined for this proposal are current financial default, foreclosures, bankruptcy, litigation pending for financing, a construction project or materialmen’s lien litigation, and real estate tax delinquencies over the past two years</p> <p>Matrix Scoring:</p> <p>15 Points: All financial documents requested are submitted and <u>none</u> of the above financial deficiencies is true for the company name listed, or the principal, or the partners of the company.</p> <p>10 Points: All financial documents requested are submitted and <u>one (1)</u> of the above financial deficiencies is true for the company name listed, or the principal, or the partners of the company.</p> <p>5 Points: All financial documents requested are submitted and <u>two (2)</u> of the above financial deficiencies is true for the company name listed, or the principal, or the partners of the company.</p> <p>0 Points: All financial documents requested are submitted and <u>more than two (2)</u> of the above financial deficiencies is true for the company name listed, or the principal, or the partners of the company.</p>
15	<p>Agency Capacity / Experience</p> <p>Experience in property management, housing rehabilitation, and construction (housing rehabilitation) or construction management.</p> <p>Matrix Scoring:</p> <p>15 Points: <u>More than 3 years</u> of experience in <u>all</u> of these categories.</p> <p>10 Points: <u>More than 3 years</u> of experience in <u>any</u> of these categories.</p> <p>5 points: <u>More than 2 but less than 3 years</u> of experience in <u>any</u> of these categories.</p> <p>0 Points: <u>Less than 2 years</u> of experience in <u>any</u> of these categories, if above doesn’t apply.</p>
10	<p>Qualifications and Licenses</p> <p>Certifications and Licenses to provide requested services.</p> <p>Matrix Scoring:</p> <p>10 Points: Applicant or Company employs a General Contractor with an active license in good standing with the State of North Carolina to perform requested services.</p> <p>5 Points: Applicant or Company doesn’t employ, but will sub-contract the services of a General Contractor with an active license in good standing with the State of North Carolina to perform requested services.</p> <p>5 Bonus Points: Applicant or Company employs staff that is certified as a Rehabilitation Specialist, Lead Inspector, Lead Risk Assessor, Lead Abatement Worker, Lead Abatement Supervisor, or Lead Designer.</p>

10	M/WBE Certified Contractor Matrix Scoring: 10 Points: Company or Applicant listed is a certified M/WBE Contractor (Appendix 2) 0 Points: Company or Applicant is not a certified M/WBE Contractor, absence of Appendix 2
5	Subcontracting with an M/WBE Contractor in the Vacant Housing Receivership Pilot Initiative Matrix Scoring: 5 Points: Subcontracts with M/WBE Contractor as evidence in Affidavit E1 (Appendix 3) 0 Points: Doesn't Subcontract with M/WBE Contractors with Non-Submittal of Appendix 3
5	Meets Local Preference Policy Matrix Scoring: 5 Points: <u>Meets</u> Local Preference Policy. Form must be signed and attached. 0 Points: Doesn't Meet Local Preference Policy.
100	Average Total Score (rounded to nearest whole number)

M/WBE OPPORTUNITIES

M/WBE Policy Statement: It is the policy of the City of Greensboro to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the City's purchasing and contracting processes. Therefore, the City will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes the counties of Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.

M/WBE Commercial Nondiscrimination Policy: The undersigned Respondent hereby certifies and agrees that the following information is correct: "In preparing its response, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination

in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A.1."

M/WBE Participation Scoring: Respondents that are certified M/WBE Prime Bidders will be awarded 10 (ten) evaluation points or Respondents that use certified M/WBE firms on their teams will be awarded 5 (five) evaluation points on a sliding scale based upon the level of M/WBE participation it has on the team. A maximum of ten Points may be received for this criteria. The following certified Minority Group Members and/or women: African-American, Hispanic American, Native American, Asian American and non-Minority females are eligible to be counted for M/WBE participation in the contract.

For purposes of certification, the City accepts minority and women owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB) <https://ncadmin.nc.gov/businesses/hub/hub-certification> or NC DOT North Carolina Department of Transportation <https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20Certified%20DBE%20Business.aspx> and satisfies the City's eligibility requirements.

If a Respondent subcontracts any portion of the contract to M/WBEs, the information must be reported on Affidavit C1, Subcontractor Utilization Commitment.

If a Respondent would like to perform 100% of the work under a contract with its own workforce, it must submit Affidavit E1, Statement of Intent to Perform Work Without Subcontracting.

For questions about the City's eligibility requirements or the M/WBE Program, contact the M/WBE Office at (336) 373-2674 or via email at mwbegso@greensboro-nc.gov.

Internal M/WBE Waiver Request Form

Date: 10/23/2020 Department: Neighborhood Development

Contact Name & Phone: Troy D Powell - 336-430-2078

Contract Name and Number (if applicable): Fair Housing Services

A waiver of the M/WBE participation requirement may be requested by the **Originating Department** at least 5 business days **prior** to advertisement or solicitation. In detail below, please explain your reason for requesting a waiver (attach RFP & supporting documentation as necessary).

Final approval of the request will be made by the City Manager's Office.

This RFQ is for the Receivership Pilot Initiative authorized by City Council for the purposes of identifying qualified receivers based on qualifications of the NC General Statute to be recommended to the Courts for appointment. No funds will be provided to any receiver by the City of Greensboro. No Contracts will be created as a result. As a receiver, they simply have to adhere to the rules within the RFQ in order to receive our recommendation to the Courts.

Troy D Powell Digitally signed by Troy D Powell
Date: 2020.10.29 11:23:40 -04'00'

This section is for M/WBE Office use only

Contact Name & Phone Number: Troy D Powell - 336-430-2078

The M/WBE Office supports the waiver request. Please submit any comments below.

1. The extraordinary and necessary requirements of the contract render application of the Program Elements infeasible or impractical. **Please explain in detail. (Attach supporting documentation as necessary)**

2. The nature of the goods or services being procured are excluded from the scope of this Program Plan.

Please check one of the exclusions below: (Attach supporting documentation as necessary)

- Contracts that are subject to the U.S. Department of Transportation Disadvantaged Business Enterprise Program;
- Sole Source: the required supplies or services are available from one responsible source
- Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;
- Emergency contracts for goods or supplies;
- Contracts for the City's lease or purchase of real property where City is lessee or purchaser; and

3. Sufficient qualified M/WBEs providing the goods or services required by the contract are unavailable in the Relevant Market area of the project despite every reasonable attempt to locate them. **Please explain in detail the reason for the request: (Attach RFP & supporting documentation as necessary)**

This requested services are specialized. See attachments.

The M/WBE Office does not support the waiver request. Please explain in detail the reason for not supporting the request: (Attach supporting documentation as necessary)

Allison Staton Digitally signed by Allison Staton
Date: 2020.10.29 11:31:10 -04'00'

This section is for CMO Office use only

Contact Name: Kim Sowell, Assistant City Manager *Kubody* Date: 10/29/2020

The CMO Office approves the waiver request

The CMO Office does not approve the waiver request.

ID 20-0016
230-20

RESOLUTION DELEGATING AUTHORITY TO FILE PETITIONS IN THE GUILFORD COUNTY SUPERIOR COURT TO THE GREENSBORO MINIMUM HOUSING STANDARDS COMMISSION WITH RESPECT TO VACANT BUILDING RECEIVERSHIP

WHEREAS, the Greensboro City Council wishes to address the problem of vacant buildings which constitute a fire or safety hazard, which render the building dangerous to life, health, or other property, which are unfit for human habitation, or which fail to meet the minimum standards of maintenance, sanitation, and safety;

WHEREAS, the City Council wishes to encourage the rehabilitation, demolition, or sale of such vacant buildings;

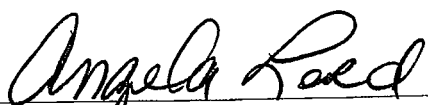
WHEREAS, pursuant to North Carolina General Statutes Section 160D-1130, the City Council or its delegated commission may petition the Superior Court for Guilford County for the appointment of a receiver to rehabilitate, demolish, or sell vacant buildings which meet the statutory requirements of Section 160D-1130; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

- (1) That it delegates authority to the Greensboro Minimum Housing Standards Commission to file petitions in the Guilford County Superior Court in compliance with North Carolina General Statutes Section 160D-1130.
- (2) That the Commission may utilize the services of the City Attorney or may employ independent attorneys or law firms to file such petitions, as selected by the City Attorney.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 18TH DAY
OF AUGUST, 2020

APPROVED AS TO FORM



CITY CLERK



CITY ATTORNEY

Appendix 1

City of Greensboro BUSINESS INFORMATIONAL FORM

All interested Contractors submitting a proposal to the City of Greensboro for 2020-1001 “Housing Receivership Pilot Initiative”, will be required to submit this Business Informational Form with their bid. The form should be completed by an individual who has authority to enter the business into contract.

OWNER AND BUSINESS INFORMATION

1. Owner’s Name: _____
2. Legal Business or Trade Name: _____
3. Business Address: _____
4. Business Phone: _____
5. Business Email: _____
6. My Firm has ____ employees
7. We have been in Business for ____ years and have ____ years of experience in Housing Rehabilitation, Construction Management, Property Management, Receivership.
8. Provide Organization name, address, valid phone number and/or email address for three (3) like size job and scope of work projects that your company has provided services for:

Organization _____

Address _____

Contact _____ Telephone _____ Email: _____

Organization _____

Address _____

Contact _____ Telephone _____ Email: _____

Organization _____

Address _____

Contact _____ Telephone _____ Email: _____

Affidavit C1 – **Subcontractor Utilization Commitment**

Name of Prime Contractor: _____ Project Name: _____

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization

<p><i>**Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro relevant marketplace will be counted towards the M/WBE goal(s).</i></p>	Total NON-M/WBE Utilization Commitment	
	Total MBE Utilization Commitment	
	Total WBE Utilization Commitment	

(Submit Additional pages, if necessary)

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date _____ Name of Authorized Officer _____
 Signature _____ Title _____
 State of _____ County of _____
 Notary Public _____ My commission expires _____

SEAL

Affidavit E1 Statement of Intent to Perform work without Subcontracting

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ Contract.
(Name of Project & Contract Number)

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

SEAL	Date _____	Name of Authorized Officer _____
	Signature _____	Title _____
	State of _____	County of _____
	Notary Public _____	My commission expires _____

Example Documents - Used for Illustrative Purposes Only



City of Greensboro North Carolina

Please submit your certificate of liability insurance with the following requirements.

- 1) Minimum insurance limits, including \$1,000,000 each occurrence and \$2,000,000 general aggregate in US Dollars.
- 2) Insurance Company must be located and licensed to do business in the USA.
- 3) The Insured Name on the certificate must be identical to the Legal Entity name listed on the exhibit contract.
- 4) Policy number.
- 5) Policy period must cover the dates of the contract period.

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)
PRODUCER Insurance Agent/Broker Name Street Address City, State & Zip Phone Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Vendor/Organization Name Contact Name Street Address City, State & Zip		INSURERS AFFORDING COVERAGE			NAIC #	
		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/>	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS <p style="text-align: center;">The City of Greensboro, its officers, employees and agents are additional insured under this insurance policy</p>						
CERTIFICATE HOLDER				CANCELLATION		
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		

Terms and Conditions for Goods & Services

1. The City of Greensboro (the "City") reserves the right to evaluate all Bids or Proposals ("Bids"), especially where there is a wide range in specifications and to make the award in the best interest of the City of Greensboro. The City also reserves the right to award in whole or in part.
2. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
3. The City reserves the right to reject any and all Bids.
4. The City of Greensboro is not exempt from North Carolina State Sales Tax. Bidder assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. Bidder shall pay any and all gross receipts, compensation, transaction, sales, use, or other taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Bidder may charge the City only for those taxes that are set forth as a separate line item or on the face of a purchase order. The City is exempt from Federal Excise Tax. If the invoice contains FET, it must be shown as a separate line item on the invoice. Tax Exemption Certificates will be furnished upon request. SALES TAX: North Carolina state sales tax and Guilford County sales tax. Purchases for resale will be made using Sales Tax Exemption No. 703-2-041-20564.
5. Bidder agrees to not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
6. The City promotes equal opportunity through the Greensboro Minority and Women Business Enterprise Program and encourages Minority and Women Business Enterprises ("M/WBEs") to participate in City contracting and sub-contracting opportunities through the North Carolina Historically Underutilized Business ("HUB") Certification Program. Bidder may read about the HUB Certification program at the [HUB Certification web site](#). Bidders must also register in the North Carolina State online [Interactive Purchasing System Electronic Vendor Registration](#) system. An e-mail address is required to register. Completion of the [HUB Statewide Uniform Certification Application](#) is required to become a HUB Certified Business. The online application must be printed out, completed and submitted by postal mail to the HUB office with additional required documents. For assistance with the HUB Certification process, please contact the NC HUB Office at 919-807-2425.
7. The acceptance of these terms by the Bidder is held to be a mutual agreement as to each and every clause of this Bid and the terms hereof and certifies that the Bid is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The Bidder also certifies that the Bid made herein is without any connections with any other person or persons connected in any official capacity with the City of Greensboro, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
8. In making this Bid, it is understood and agreed that the conditions set forth in the advertisement for Bids, instructions to Bidders, terms and conditions, and specifications together with the Bid shall form a part of and be construed with the contract made under the same. By virtue of submitting a Bid, Bidder agrees to all terms and conditions.
9. Contract number must appear on all invoices.
10. Standards of award for goods: According to North Carolina General Statute 143-131 (informal) and 143-129 (formal), the award of the Bid shall be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials.
11. Standards of award for services: the award of the Bid may be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials, or the award of the Bid may be made based on best value. The standard of awards for services will be stated within the Bid.
12. If this request for Bid is for a Service, the contract term, and/or option year(s) if any, will be provided within the Bid specifications. If this request for Bid is for a Good, additional units of the same description can be purchased by the City at the same price as the original Bid if both the Bidder and the City agree in writing.
13. If this request for Bid is for a service the Bidder shall secure, before delivery of any services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City. Bidder shall provide the City with a Certificate of Insurance for review prior to the issuance of any

contract or Purchase Order. This should be an ACORD form (example available). All Certificates of Insurance will require thirty (30) days written notice by the insurer or Bidder's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Bidder shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Bidder to provide such notice, Bidder assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the Bidder for each subsequent renewal period of the contract. The City shall be named as an additional insured on the Bidder's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Bidder will also secure its general liability insurance from an "A" rated insurance company licensed by the North Carolina Department of Insurance and acceptable to the City. The Bidder will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the Bidder fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

14. In addition to the insurance required in the preceding paragraph (#21), if Bidder performs services hereunder, Bidder shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements; and (2) Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this Purchase Order. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City.
15. In the event that the performance of work under this contract requires driving of City vehicle, Bidder must maintain bodily injury and property damage insurance for any owned, hired and/or non-owned vehicles used in the performance of this agreement. The policy shall be endorsed to include the following additional insured language: The City shall be named "Designated Insured" on the Bidder's Automobile Liability insurance policy.
16. If any items in any invoices submitted by the Bidder are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Bidder of dispute and request clarification and/or remedial action. After the dispute has been settled, the Bidder shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.
17. In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non-appropriation occurs the contract shall automatically expire without penalty to the City.
18. This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.
19. Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Bidder agree to accept the remaining terms and conditions.
20. Bidder does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise as a result of the Bidder's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.
21. Terms of Payment: The City's standard payment terms are Net 30 days unless otherwise agreed upon. In performance of the duties and responsibilities, and the scope of work as defined in this Contract, invoices for payment of services or commodities shall be based on fees as provided for in the attached documentation. Payments will be based on services completed or product delivered.
22. The City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.
23. Prior to the performance of any work not detailed by the City's Bids, the City and Bidder will establish a fair market rate for the performance of such services prior to the performance of such services. This Contract will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Contract.
24. Should any part of these terms and conditions or Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable.
25. The City may terminate this Purchase Order or Contract for convenience at any time by providing one (1) day written notice to Bidder. The City may terminate this Purchase Order or Contract or any part thereof effective immediately upon the giving of written notice of termination for cause if Bidder violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this Purchase Order or Contract, or if the City determines that Bidder will not be able to deliver or perform due to insolvency or other reason.

26. Should Bidder fail to comply with the terms of this contract, Bidder, upon actual or constructive notice of the default, may be given a remedial period for a specified number of days to remedy the default. Should Bidder fail to remedy the default, the Contract shall be terminated immediately upon the expiration of the remedial period.
27. The City requires all Bidders providing supplies and/or service to the City to maintain a drug-free workplace. Upon request the Bidder shall provide documentation to support this certification.
28. Bidder agrees to have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Bidder further agrees that in the performance of this Contract, no person having any such interest shall be employed.
29. No person associated or in conjunction with this Bid may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter: I. Who is an employee, an agent, a Bidder, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and; II. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or III. Who is in a position to participate in a decision making process or gain inside information with regard to such activities.
30. This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
31. Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Bidder believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Bidder shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and Bidder will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Bidder objected. Bidder will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Bidder's objection to the release of the public records. Bidder will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of Bidder's objection to the release of the records requested pursuant to the North Carolina Public Records Act.
32. In the event that subcontracting is allowed by the City, Bidder shall ensure that steps are taken in accordance with the City's M/WBE Program to assure equal opportunity to subcontractors.
33. Bidder shall not assign or transfer any interest in this Contract without the prior written approval of the City.
34. The Parties in this Contract agree that Bidder is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Bidder is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan.
35. In the performance of the work contemplated in this Contract, Bidder is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this Contract must meet the approval of the City (which shall not be unreasonably withheld) and shall be subject to City's general rights of inspection and direction to secure the satisfactory completion thereof.
36. Bidder agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the City. Evidence of Insurance, license, and certification requirements shall be provided to the City's Neighborhood Development Division upon contract award and subsequently made available to the City for inspection at any time upon request of the City.
37. The Bidder certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Bidder also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

38. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 et. seq. and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
39. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by the Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
40. In making this Bid, Bidder understands and agrees to be subject to and bound by the policy, rules, and conditions set forth in the City's Local Preference Policy.

This space is left blank intentionally.

City of Greensboro Local Preference Policy

1. Background. According to the Institute for Local Self-Reliance, “a growing body of research shows... that locally owned businesses create communities that are more prosperous, entrepreneurial, connected, and generally better off across a wide range of metrics.” In addition, “these studies find that local businesses recirculate a greater share of every dollar in the local economy, as they create locally owned supply chains and invest in their employees.” This recirculation creates a multiplier effect that increases the value of dollars initially spent.

2. Purpose. The purpose of the Local Preference Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City’s economic development. An additional benefit of a Local Preference Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

3. Eligible Bidders. All bidders that have a *Significant Business Presence* for at least one year within the corporate limits (i.e., legal geographic boundaries) of the municipalities which comprise the Guilford County Economic Development Alliance (Greensboro, NC; High Point, NC; and Guilford County, NC) (“Local Area”) are Eligible Bidders pursuant to this policy. A bidder has a Significant Business Presence in the Local Area, if it is headquartered in the Local Area for at least one year *or* it has at least 25% of its total full-time, part-time and contract employees regularly based in the Local Area for at least one year *or* generates at least \$500,000 in gross sales in the Local Area within the twelve months preceding the City’s advertisement for bids to the general contractors for that specific contract. Notwithstanding any of the above, a location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.

4. Process When Bid Involves Price. Bids to be evaluated as normal. If the lowest responsible, responsive bid is submitted by an Eligible bidder, the bid is accepted as usual. If the lowest responsible, responsive bid is submitted by a non-Eligible bidder, and there is one or more Eligible, responsible, and responsive bidders that have submitted a bid within 5% of the lowest bid, the lowest of the Eligible responsible and responsive bidders is given 2 business days to amend their submission to match the lowest bid. If the lowest of the Eligible responsible and responsive bidders declines to accept at the lower price, the contract is awarded to the lowest responsible, responsive Non-Eligible bidder. If the lowest of the Eligible responsible and responsive bidders chooses to match the lowest Non-Eligible bidder, the contract is awarded to the lowest of the Eligible responsible and responsive bidders at the lower bid rate. At any time, all bids may be rejected.

4.1. Eligible Local Preference Contracts:

- a. Price contracts for the purchase of supplies and equipment costing less than \$30,000; and

- b. Price contracts for construction or repair costing less than \$30,000.
- c. Qualitative or Price Competitive Service Contracts

4.2. Excluded Contracts

- a. P Cards
- b. Urgent Contracts
- c. Fuel Contracts
- d. Cooperative Purchase Contracts
- e. Contracts Excluded by Discretion of City Manager's Office

5. Process When Considering Qualifications for Service Contracts. The request shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be evaluated in accordance with an award criteria developed to determine the best qualified, responsive bidder submitting a proposal. Five percent (5%) of the points awarded to a bidder in an evaluation shall be awarded to each eligible local bidder submitting a proposal.

6. Scope.

6.1. This policy shall not apply to contracts involving projects funded by a federal or state grant unless expressly allowed by the terms of the grant or federal or state law or regulation.

6.2. Nothing in this policy shall be construed to require the City to contract for services or goods by request for proposals or request for qualifications.

6.3. This policy shall apply to procurement processes managed by the City, as well as by third-parties on the City's behalf or for the City's benefit.

6.4 This policy does not conflict, and shall not be construed to conflict, with the City's Minority and Women Business Enterprise ("MWBE") policy. In the event of a conflict between or among the provisions of this policy and the MWBE policy, the conflict shall be resolved by giving precedence to the MWBE policy.



Local Preference Policy – Eligible Bidder Certification

I, _____ (the individual certifying below), being duly authorized by and on behalf of _____, the entity (“Bidder”) submitting a bid or proposal on the solicitation from the City of Greensboro (“City”) certifies as follows:

1. Bidder has read, understands, and agrees to be subject to and bound by the policy, rules, and conditions set forth in the City's Local Preference Policy.
2. Bidder understands “Eligible Bidder” is defined by the City’s policy as follows:
 - All bidders that have a Significant Business Presence for at least one year within the corporate limits (i.e., legal geographic boundaries) of the municipalities which comprise the Guilford County Economic Development Alliance (Greensboro, NC; High Point, NC; and Guilford County, NC) (“Local Area”) are Eligible Bidders pursuant to this policy.
 - A bidder has a Significant Business Presence in the Local Area, if it is headquartered in the Local Area for at least one year or it has at least 25% of its total full-time, part-time and contract employees regularly based in the Local Area for at least one year
 - Or bidder generates at least \$500,000 in gross sales in the Local Area within the twelve months preceding the City’s advertisement for bids to the general contractors for that specific contract.

Notwithstanding any of the above, a location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.

3. Bidder is an “Eligible Bidder” as defined by the City’s policy (mark Yes or No):
 - a. YES _____, or
 - b. NO _____

Signature of Authorized Certifying Official

Print or Type Name:

Date