



August 23, 2010

**LISTING AND SALE OF NEIGHBORHOOD STABILIZATION PROGRAM HOMES  
TOTAL OF 12 HOMES TO BE LISTED**

Contact Tracy Helms at 803-329-5589 office or 803-242-2863 cell for questions concerning the list of basic requirements to be quoted on sealed bid. Also call for code to access properties.

**Basic Requirements for Quote**

1. Fee/ commission rate for listing of individual property for sale in local Multiple Listing Service. Fee to include listing and selling commission rate.
2. Real Estate Firm's marketing plan. i.e. newspaper, internet, television, flyers, open house, etc
3. Agent's name who will be handling listing
4. Agent's years of Real Estate sales experience
5. Agent's additional marketing plan as applicable
6. Any other items included in commission quote that may enhance bid. Items such as virtual tours, house measuring, etc.
7. Number of agents employed by Broker.
8. Broker also agrees, once bid is awarded, to provide a written Competitive Market Analysis (CMA) for property.
9. All properties are within the City limits of Rock Hill

**List of properties for Sale:**

**NSP HOMES**

<b>Address</b>	<b>Street</b>
609	Dutch Elm
1571	Andora
859	Finley View
237	Marion
619	S. Spruce
612	Rambo
1663	Midbrook
1149	Oconee
1384	Amelia
1052	Chandler
3012	Rocket
689	Goldflower



## **BID REQUEST**

### **LISTING AND SALE OF NEIGHBORHOOD STABILIZATION PROGRAM HOMES TOTAL OF 12 HOMES TO BE LISTED**

The City of Rock Hill is seeking competitive bids from qualified Real Estate Brokers for the listing, marketing and sale of Neighborhood Stabilization Program (NSP) homes.

**Sealed bids will be received by the Housing and Neighborhood Services Office of the City of Rock Hill, South Carolina until 10:00 A.M. local time on September 3, 2010 at which time they will be publicly opened and read aloud.**

The bid opening will begin promptly at 10:00 AM in the Housing and Neighborhood Services Office located at 150 Johnston Street, Rock Hill, SC 29731

The bidder/vendor is responsible for the timely submission of his/her bid. No bids will be accepted after the bid opening begins.

### **PLEASE INCLUDE THREE COPIES OF YOUR QUOTATION**

No bid may be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening.

All bids must be in a sealed envelope and marked: **SEALED BID Housing and Neighborhood Services, NSP Projects: OPEN September 3, 2010 @ 10:00 A.M.**

Bids may be mailed to the City of Rock Hill, Housing and Neighborhood Services, Attention: Tracy Helms, P.O. Box 11706, Rock Hill, South Carolina 29731 or hand delivered to the Housing Neighborhood Services Office located at 150 Johnston Street, prior to the bid opening.

The use herein of brand names or manufacturers is not intended to restrict competition, but to indicate the quality required by the City. We encourage open competition.

All bidders must comply with all state and local laws, and ordinances regarding fees, licensing and bidding requirements.

Successful bidder must comply with the insurance provisions as detailed herein.

All prices quoted are to include all costs associated with materials, supplies, equipment, and labor to perform the task in a professional manner.

If an award is made, it will be made to the lowest responsible and responsive bidder meeting all specifications.

The City reserves the right to accept or reject any or all bids, waive technicalities, and make decisions as it deems in its own best interest.

Non Appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

City Business License: The successful Real Estate Broker, prior to execution of the contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the Real Estate Broker is not currently doing other business inside the City Limits. If the Real Estate Broker is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business license Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

Right of Non-Commitment or Rejection: This solicitation does not commit the City of Rock Hill to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

Successful bidder must comply with the insurance provisions as detailed herein. For bids under \$5,000 an Insurance Certificate on the ACORD form is acceptable.

Insurance: Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a

form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

**TERMINATION:** Subject to the provisions enclosed, any contract resulting from this proposal may be terminated by the City of Rock Hill provided a thirty (30) day advance notice in writing by the City Manager is given to the contractor.

**CONTRACT TERM:** This contract will be for duration of project, as outlined by the NSP administrator (SC State Housing). The maximum listing period is six months.

**RULES:** The Real Estate Broker's employees are to conduct themselves in a professional manner and their appearance should be neat and professional at all times.

Real Estate Brokers must conform to all local ordinances and regulations.

**SCHEDULED HOURS:** Showings/Work may be performed per local MLS rules and regulations.

**CITY RESPONSIBILITY:** The City of Rock Hill will be responsible for assisting Real Estate Brokers with locations and contacts.

**CITY CONTACTS:** Questions regarding insurance should be directed to Dorothy Archie at 803-329-7025, technical questions to Tracy Helms at 803-329-5589, and questions regarding terms and/or conditions to Marty Burr at 803-329-5551.

### **INSTRUCTIONS TO BIDDERS**

Insurance forms are to be submitted only if you are the successful bidder.

**Indemnity Provision** is to be signed and submitted to the City if you are the successful bidder.

The contract will be for listing will be per SC State Housing guidelines for sale of NSP homes.

The bid is to be expressed in terms of a commission fee for providing all services detailed herein.

The City reserves the right to terminate this contract at any time by submitting written notice to the contractor at least thirty (30) calendar days in advance.

## WMBE STATEMENT

It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

**Indemnification:** Company agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Company's negligent performance under this Agreement.

**Illegal Immigration Reform Act Compliance:** "The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled "Unauthorized Aliens and Public Employment" and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors."

## **BACKGROUND:**

### **What is the NSP?**

The purpose of the Neighborhood Stabilization Program is to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. The NSP provides grants to purchase foreclosed or abandoned properties and to rehabilitate, **resell**, or redevelop these properties in order to stabilize neighborhoods and stem the decline of house values of neighboring homes.

**What it is not** - This is not a foreclosure prevention program. HUD has no funding in this for counseling or funds to bring a past due mortgage current. This is strictly to help stabilize neighborhoods negatively impacted by already foreclosed or abandoned property.

**NOTE-** HUD rules specifically stipulate that property rehabilitated and sold under the NSP can only be sold for an amount equal to or less than the total expenditure. No additional profit or income is allowed. ( not to exceed appraised value)

By HUD definition **Foreclosed Property is:** A property that has been foreclosed upon at the point that, under state and local law, the mortgage or tax foreclosure is complete and title for property has been transferred from the former homeowner.

Most likely participants may include: Local governments; non-profits; Public Housing Authorities; and for profits. Local partnerships are preferred and encouraged. In the case of partnerships a lead agency must be designated.

The Authority has been designated by HUD to administer these funds. Funding is provided through HUD's Community Development Block Grant Program under the Housing and Economic Recovery Act of 2008. A total of \$3.92.billion will be distributed to state and local governments nationwide.

### Company Information

1. Number of years in business (\_\_\_\_\_)
2. Number of full time employees (\_\_\_\_\_)
3. Number of part time employees (\_\_\_\_\_)

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List the names and telephone numbers of at least three customers in the area.

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**This form must be completed.**

All bids must be approved by the Housing and Neighborhood Services staff.

**Include a copy of your South Carolina Real Estate Brokers License with your bid. Any Sub-contractors must be approved in advance.**

Should the bids be higher than the amount allocated by the HNS for this project, the HNS reserves the right to negotiate in good faith with the low bidder. Failing an agreement, The HNS may reject all bids and resubmit for new bids or make other decisions it deems to be in its own best interest. The HNS also reserves the right of bid selection based upon these additional factors;

- Capacity of the Real Estate Broker to handle the project in a timely manner.
- Quality of work. This may include references from previous listings
- HNS reserves the right not to choose the lowest bid if they believe that the cost difference is outweighed by the capacity and or quality of work.

Bid Amount: \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

Email \_\_\_\_\_ FAX# \_\_\_\_\_

## **S.C. CODE OF LAWS**

The state of S.C. Code of Laws Section 12-9-310 (A) requires that any entity within the state having a contract with a nonresident taxpayer conducting business or performing services of a temporary nature within this State, with such contract amounts exceeding the payment of ten thousand dollars (\$10,000.00) during any one (1) calendar year, must withhold two (2) percent of each payment to these nonresidents.

This does not apply to a nonresident which has registered with the Secretary of State or the Department of Revenue and by that registration has agreed to be subject to the jurisdiction of the department and the courts of the State to determine its SC tax liability, if any. Such registration is not an admission of tax liability nor must it be construed to require the filing of an income tax return.

If the entity having a contract with a nonresident obtains an affidavit from the nonresident stating that the nonresident is registered with the department or with the Secretary of State, then the entity is not responsible for withholding.

Business tax application is included herein. The successful bidder, if a nonresident, must fill in front side and section "C" on reverse side. Nonresident successful bidder must also submit form I-312 (enclosed). Failure to complete these two forms by nonresident will require the City to withhold 2% of all requested payments.