

Request for Proposals
Real Estate Acquisition Legal Services
Cedar County Board of Supervisors

INTRODUCTION

Purpose:

The Cedar County Board of Supervisors (shall be referred to as County in this RFP) is soliciting proposals for outside legal services to assist in the acquisition of real property relating to the County's Voluntary Buyout Program. The County has received funding to acquire 75 tax individual tax parcels through FEMA's Hazard Mitigation Grant Program. Time is of the essence for this project. The properties being acquired were substantially damaged by flooding in June 2008/2016. The County desires to begin acquisitions to serve as outside counsel for the following types of activities:

- Examination of abstracts, preparation of preliminary and final title opinions, participating in the Iowa Title Guaranty Program, and providing legal services as may be necessary and appropriate to resolve or cure title objections.
- Negotiation of County's workouts with lenders or other lien holders
- Attending to closing and post-closing matters as necessary
- Coordinating these legal services pursuant to the direction of the Cedar County Emergency Management Agency representation and the County's Attorney's office.

OBJECTIVES OF THIS REQUEST FOR PROPOSAL

The objectives of this Request for Proposals (RFP) are to provide sufficient information necessary for qualified area attorneys to prepare and submit a complete proposal meeting the requirements set forth herein to provide adequate information in a fair and objective manner, which allows the County to select a competent and qualified legal counsel.

INQUIRIES AND SUBMITTAL REQUIREMENTS

Inquiries:

Direct all inquiries regarding this RFP in writing (email and FAX are applicable) to:

Cedar County EMA
ema@cedarcounty.org
Phone: (563) 886-3355
Fax: (563) 886-3339
400 Cedar Street
Tipton, IA 52772

Written requests for clarification or additional information must be received by mail or email no later than 11:30am, CDT, on November 8th, 2017; Answers to all inquiries will be posted on the County's website at cedarcounty.org. Respondents are responsible for being aware of any answers, addenda, or amendments. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (Attached and labeled Attachment A). Please check the website before

submitting a response. In no case shall verbal communications override written communications, and only written communications are binding.

Proposal Submission:

A complete RFP response will include a written narrative addressing the Scope of Work and the Signature Page included and labeled as Attachment A. The selected Respondent will be required to submit proof of insurance with 48 hours of selection and before the Cedar County Board of Supervisors approval.

All proposals must be received by the County by 8:30am, CDT, on November 14th, 2017. Proposals may be submitted by mail, overnight delivery, courier, or in person. Fax or email proposals will not be accepted.

Please submit one (1) original and five (5) copies of your proposal. All proposals shall be sealed, clearly labeled with the name and address of the Respondent, and addressed and delivered exactly as follows:

Cedar County Board of Supervisors
Attn: Buyouts
400 Cedar Street
Tipton, IA 52772

Late proposals will not be accepted. They will be returned to the Respondent submitting the proposal unopened.

All proposals must be completed in every respect and must address all questions proposed in the RFP. The County reserves the right to request additional information if necessary for the evaluation of proposals.

All proposals shall be firm for a period of ninety (90) days from the proposal due date to allow for full evaluation of all proposals and to recommend an award deemed to be in the best interest of the County, the State of Iowa, and FEMA.

The County reserves the right to accept or reject any or all proposals, to request additional information, and resubmission of any or all proposals; to award proposals item-by-item, by groups, or as a "lump sum," to waive irregularities and technicalities, and to otherwise make any determination and decision as it deems to be in the best interests of the County.

EVALUATION AND AWARD PROCESS

All proposals received by the deadline noted above will be opened at the same time subsequently; the proposals will be checked for the inclusion of all required information in conformance with the requirements of the RFP. Absence of required information may render the proposal non-responsive, and cause rejection.

An evaluation committee will be utilized to review the proposals. Such a team may consist of the City Attorney, City Planner, other staff chosen by the County, and a person knowledgeable about the local real estate acquisition market

The evaluation committee shall evaluate the proposals utilizing the following criteria and develop a recommendation to be forwarded to the Cedar County Board of Supervisors.

Criteria include:

- Expertise - includes the successful combination of the knowledge, experience, skills, and motivation to perform effectively the services required. Considers variety, complexity, and type of real estate transaction experience. Also includes the confidence of the real estate and financial community in the Respondent.
- Experience - includes the number of real estate transactions, history of participating in the Iowa Title Guaranty Program, the Respondent's record of accomplishments, and the number of transactions the Respondent has handled which are similar in structure to the transactions contemplated by the County.
- Service Delivery Capabilities - includes the capability and availability of personnel to provide service in a timely and efficient manner. This also involves the Respondent's capability to oversee any additional functions needed by the County, such as negotiation of workouts with local and national leaders.
- Fees.
- Personnel - qualifications of personnel to be assigned primary responsibility.

Ultimately, recommendations will be made to the County for authorization to proceed to enter into a professional service agreement as may be agreed upon between the County and the successful Respondent(s) chosen by the County. Because this project is funded through FEMA's Hazard Mitigation Grant Program, FEMA and Iowa Homeland Security and Emergency Management Division concurrence is required before the County can approve a professional services agreement with the successful Respondent(s).

The County may choose one Respondent for all anticipated services, or may choose multiple providers for portions of the work.

Cost of Preparing Response:

The County will not pay for the cost incurred in submitting proposals, responding to additional information requests, or participating in any interview process. All such costs will be the responsibility of the Respondents.

SCOPE OF SERVICES

Outside counsel will work closely with the Cedar County Emergency Management Director and other department directors as necessary. Anticipated services include:

1. Providing assistance and advice on legal matters relating to each acquisition.
2. Examining abstracts of title, preparing preliminary and final title options, and working to resolve unaccepted objections to title when requested. Participating in the Iowa Title Guaranty Program as a way of providing title insurance may be required by particular program funding.
3. Consulting with the County employees and contractors and preparing standard operating procedures to efficiently determine marketable title and effect Closings at the least expense to the sellers.
4. Participating in any necessary closing procedures and processes associated with each acquisition.
5. Assisting in negotiating and preparing necessary documents to work out mortgages, liens or other encumbrances with lenders or lien holders as directed by the County,

6. Rendering options, as appropriate, on related matters such as:
 - a. The applicability of particular provisions of federal and state laws pertaining to disaster recovery and hazard mitigation that may be pertinent to property acquisition;
 - b. The applicability of environmental law provisions regarding the transfer of real estate;
 - c. The status of the individual parcels and related obligations under laws relating to creditor's rights, including federal bankruptcy laws;
 - d. The validity and enforceability of security agreements, mortgages, liens, indentures, and other documents affecting the property to be acquired;
 - e. Compliance with real estate transaction disclosure rules and regulations;
 - f. The status of sellers, real estate agents, tenants, brokers, and other entities involved in an acquisition.
7. Assisting with any required presentations and participating in meetings and/or discussions as necessary
8. Cooperating and conferring with any other parties, boards, or consultants which may be retained in conjunction with the acquisition of property, or which are a part of the process.
9. Participating in County meetings, including Board meetings, as determined necessary.
10. Providing advice and assistance to the County for other related legal matters as the County may request.

QUALIFICATIONS

Qualifications:

The successful Respondent(s) must, at least during the time of services will be provided, be headquartered in the County area or have a regional office in the Cedar County area. In addition, the proposal should address the following topics and questions:

1. Qualifications as related to the Scope of Work described above.
2. Nature of the Respondent's practice as it relates to real estate transactions in the area, including a list of principle attorneys who would be involved in the work.
3. Statement why Respondent is well-qualified to provide the services outlined in the Scope of Services section of the RFP.
4. List and describe relevant examples of Respondent's expertise in area real estate transactions, examination of abstracts, preparation of title options, participation in the Iowa Title guaranty Program, and workouts with lenders and lien holders. Provide the telephone number and identity of the individual(s) who had principal responsibility for the matters being provided for reference.

5. Provide summary biographies of individual(s) who would be providing the services, including their tenure with the respondent, if any. State their specific experience with interpretation of Iowa law and federal law as they pertain to real estate transactions.
6. Identify any other individuals who would be involved in advising the County, and provide applicable information, set out in 5 above, for each individual.
7. Provide a summary in terms of the number of real estate transactions the Respondent has provided services upon during the past three years.
8. Identify any existing or potential conflicts of interest, as well as your representation of or other relationship that may be considered a conflict or potential conflict of interest by the County. The possibility for conflicts obviously extends to matters beyond the scope of the County's acquisition of real estate. Examples include representation by the Respondent of: 1) clients involved in litigation against or development projects with the County, 2) lenders or lien holders regarding property to be acquired, or 3) other financial or other institutions that may be impacted by the acquisitions.
9. Propose a fee for outside counsel services. This may be as an hourly rate, by principle, partner, shareholder, associate, and staff as appropriate, or of an amount per parcel, or in total for all a defined number of parcels to be acquired. The respondent may choose the pricing format as respondent deems appropriate. The respondent should identify any ceiling (not to exceed) amount, if proposed, for the fees. These amounts are to reflect the total fees to be paid by the County for outside counsel services. Respondents will note that price will not be determinative or controlling factor in the County's choice. Please note that FEMA financial management regulations require that we track all expenses by parcel.

In addition, list all types of out-of-pocket expenses and billing schedules which could be associated with an acquisition, and for which you will seek additional reimbursement if a sale is successfully completed. Actual out-of-pocket expenses incurred by counsel in performing services related to the acquisitions will be paid by the County if such expenses are adequately documented and provided to the County within a reasonable time period subsequent to closing on the transaction. The following items will not be reimbursed:

- Consultant travel time from point of departure to County project destination
- Alcoholic beverages
- Maintenance or repair expenses to contractor's vehicle
- Tips (except what is allowed under meal and incidental expenses)
- Incidental expenses (laundry, dry cleaning) beyond what is allowed under meal and incidental expenses)
- Personal expenses (movies, phone, entertainment, etc.)
- Towing, parking violation, traffic tickets, etc. incurred while traveling
- Flight or travel insurance

- Expenses that are usually and customarily included as part of the Contractor's overhead such as typing, utilization of computer systems, cameras, recording or measuring devices, flashlights and other small portable equipment, safety supplies, phones, expendable office supplies, etc.
- Administrative fees for time spent in making travel arrangements, obtaining receipts and billing the County for reimbursable expenses

If deemed pertinent by the Respondent identify the point in the process of acquiring a parcels at which outside counsel services will end as part of the actual acquisition, and any further involvement with matters related to the acquisition will be considered and charged as additional work. An hourly rate must be set out in the proposal for post-acquisition work and for any other related worth which might require the services of outside counsel.

- Identify collaborations that Respondent might propose to reduce costs of legal services.
- Describe how soon Respondent could begin to perform services as needed upon execution of the contract for services.
- Describe the average turnaround time anticipated for each acquisition.

INSURANCE

The successful Respondent(s), at their own expense, shall procure and maintain during the entire term of the professional service agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from Respondent's obligations and activities. The Respondent's malpractice insurance may be substituted, pending review and approval of coverage limits and the actual insurance certificates.

1. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the Respondent, its employees, subcontractors, or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the respondent continuing to furnish the County certificates of insurance.
2. **Subcontractors:** in the case of any work sublet, the Respondent shall require subcontractors and independent contractors working under the direction of either the Respondent or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Respondent.
3. **Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best rating of "B" or better. All policies shall be occurrence form. In Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the County certificates of insurance. The CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies.
4. **Certificate of Insurance Requirements:** The description area of the certificate should list "Real Estate Legal Services" as the scope of services the certificate covers.
5. The minimum liability limits required by the County are one million dollars (\$1,000,000).

6. The following address must appear in the Certificate Holder section:

Cedar County, Iowa
Attn: Buyout 2016-2017
400 Cedar Street
Tipton, IA 52772

Certificates may be sent by email, fax (563-886-3359), mail, or delivery to the attention of Cedar County EMA. A certificate of insurance must be provided to the County prior to the execution of the professional services agreement.

SIGNATURE PAGE - ATTACHMENT A

The undersigned Proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm:

Address:

City: _____ State: _____ ZIP: _____

Phone #: _____ Fax #: _____

Email: _____

Authorized Representative (print): _____

Authorized Representative title: _____

Authorized Signature: _____ Date: _____

EXCEPTIONS/DEVIATIONS:

Exceptions or Deviations to the Request for Proposal shall be taken below. If adequate space is not provided, please use a separate sheet of paper.

FIRM PRICING:

Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

ADDENDA (It is Bidder's responsibility to check for issuance of any addenda):

The Authorized Representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____