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# Ingham County Land Bank Fast Track Authority

3024 Turner Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

Request for Qualifications

RFQ #: ICLB 06-2017-REAL ESTATE

Title: Real Estate Professional Services

Release Date: June 14, 2017

Due Date & Time: June 28, 2017 @ 2 pm

## **Introduction:**

The Ingham County Land Bank Fast Track Authority (ICLB) is requesting Qualifications for Real Estate Professional Services Real Estate Professional Services. Vendor selection will be based upon Qualifications submitted to the Ingham County Land Bank and scored by ICLB staff. Please provide your response in a sealed packet to Ingham County Land Bank **by 2:00 pm on June 28, 2017**. A public qualification opening will be held at the Ingham County Land Bank Office located at 3024 Turner Street, Lansing Michigan, **at 2:00 pm on June 28, 2017**.

If you have any questions about this Request for Proposal/Qualifications, please feel free to contact the Ingham County Land Bank, Roxanne Case, Grant Manager, [rcase@ingham.org](mailto:rcase@ingham.org)

## **General:**

The Ingham County Land Bank will receive sealed Qualification packets marked clearly on the outside of the package with RFQ Packet number at their office at 3024 Turner Street, Lansing, Michigan 48906.

Request for Qualification documents may be obtained at the offices of the Ingham County Land Bank or on-line at [www.inghamlandbank.org](http://www.inghamlandbank.org) after the release date.

Submissions may be withdrawn prior to the date and time specified for Qualification Packet submission date with a formal written notice by an authorized representative of the respondent. All responses, inquiries, and correspondence relating to a Request for Qualification and all reports charts, displays, schedules, exhibits, or other documentation, including the Bid Packets become the property of the Ingham County Land Bank after the due date for submission. No bid may be withdrawn for a period of ninety (90) days after submission. Bids offering less than ninety (90) days will be considered non-responsive and will be rejected.

The Ingham County Land Bank reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the RFQ as may be deemed in the best interest of Ingham County Land Bank. It is the intent to award the project to the most qualified responsive and responsible Respondent(s).

In the event that it is evident to a Respondent that the Ingham County Land Bank has omitted or misstated a material requirement(s) to this packet, the Respondent shall advise the Land Bank at (517) 267-5221. The Land Bank will notify other Respondents of the omission or misstatement.

### **Federal and State Requirements**

It is the policy of the Ingham County Land Bank that all vendors who provide goods and services to the Land Bank by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to the Land Bank shall be regarded as a material breach of any contract between the Land Bank and Vendor, and the Land Bank may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, vendors will be responsible for compliance with other Federal, State and local laws, ordinances, rules and regulations, and policies, as they may apply to these projects. These include, but are not limited to, the following:

1. The Housing and Economic Recovery Act of 2008 (HERA), also known as Public Law 110-289.
2. The Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)

3. The Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2,000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants in amounts in excess of \$100,000).
6. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Respondent agrees to comply with Ingham County Land Bank requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with city and federal procurement rules, as applicable to this contract.

Respondent agrees that if this contract results in any patentable inventions, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Respondent agrees that if this contract results in any copyrightable material, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Respondent agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.

#### **Access and Retention of Records**

Respondent agrees to provide access by the Ingham County Land Bank, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract and any related contracts or records for the purpose of making audit, examination, excerpts, and transcriptions.

Respondent also agrees to retain all required records for five (5) years after completion of the work, receipt of final payments and all other pending matters are closed.

**Living Wage**

Vendors contracting with the Ingham County Land Bank primarily to perform services are required to pay their employees a “living wage” if the following two (2) conditions apply:

1. The total expenditure of the contract or the total of all contracts the vendor has with the Land Bank exceeds \$50,000 in a twelve (12) month period; and
2. The employer has more than five (5) employees.

Subcontractors providing services who employ five (5) or more employees and where the total value of the contract exceeds \$25,000 are also required to provide a living wage.

Living wage is defined as an hourly wage rate equivalent to 125% of the federal poverty level. For 2017, that figure is \$15.38 per hour. Up to twenty percent (20%) of the “living wage” costs paid by the employer can be for an employee’s health care benefit. This wage rate applies to part-time and full-time employees.

**Local Vendor Preference**

Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County. To be considered a local vendor, the Respondent must complete the “Local Vendor Certification Form” included in this bid packet.

**Legal Venue**

This Agreement shall be construed according to the laws of the State of Michigan. The Land Bank and the respondent agree that the venue for bringing of any legal or equitable action under this bid or any resulting agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Respondents shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

**Collusion**

The Respondent certifies that this bid has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other Respondent and will not be so communicated to any other Respondent prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

**Hold Harmless**

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents may incur as a result of the acts,

omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of/or reimbursed to the Ingham County Land Bank, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

The respondent shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Ingham County Land Bank that have a minimum A.M. Best Company's Insurance Report of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
  - a. Contractual Liability
  - b. Products and Completed Operations
  - c. Independent Contractors Coverage
  - d. Broad Form General Liability endorsement or equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
5. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": the Ingham County Land Bank, all its elected and appointed officials, all its employees, agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
6. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 3024 Turner St. Lansing, Michigan 48906."
7. Proof of Insurance - The respondent shall provide to the Ingham County Land Bank at the time the contracts are returned by it for execution, one (1) copy of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

The successful Respondent will be required to submit an IRS Form W-9 and proof of satisfactory insurance prior to any work being started. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificated and/or policies to ICLB at least ten (10) days prior to the expiration date.

**Evaluation and Award Timeline**

One or more staff members will review and, as applicable, score each submission. Evaluations will be based on qualification data submitted, past performance with ICLB, price, references and local vendor status, as well as any other variable identified in the scoring table or RFQ requirements. The results will be presented to the Executive Director who shall review and approve final award(s). This may take 2-3 weeks from the proposal opening date.

It is the intent of ICLB to award to the lowest responsive and most responsible respondent or respondents.

**Invoicing Requirements**

Vendor is required to follow ICLB's Invoicing Requirements. Information can be found on our website, [www.inghamlandbank.org](http://www.inghamlandbank.org), on the Contractors page.

## SCOPE OF WORK DETAILS:

### **Description**

The purpose of this Request for Qualification (RFQ) is to provide the Ingham County Land Bank (ICLB) with information from qualified real estate professionals interested in listing and selling properties for ICLB especially in the City of Lansing area, and creating a pool of qualified professionals to draw from. Services may include listing properties with MLS, showing properties, submitting offers and producing Broker Price Opinions (BPOs).

**General Qualifications:** All work must be performed by State of Michigan licensed Real Estate Professional(s) in accordance with state recognized educational and skill requirements. The ICLB reserves the right to restrict the assignment of any individual, for any reasonable cause, as a real estate professional under the contract or any subcontracts. All Respondents and their Brokers, shall be screened through the federal System for Award Management (SAM), formerly known as Excluded Parties List System (EPLS), and Limited Denials of Participation list and, if listed, will not be eligible in accordance with their debarment stipulations.

**Scope of Work:** The Real Estate Professional(s) shall provide all services for selling properties including necessary facilities, materials, supplies, equipment, supervision, and personnel and other items and services to perform responsibilities as defined in this RFQ. These services must be in accordance with applicable work practice standards and licensing laws in the state of Michigan or in accordance, where applicable, to the National Association of Realtor Standards. When more than one regulatory provision applies to a condition or activity, the most stringent shall be used. The Real Estate Professional(s) could also be involved in producing Broker Price Opinions for properties being sold with renovations or updates or for properties not receiving an independent appraisal.

**Role of Real Estate Professional:** The Real Estate Professional must have a minimum of three (3) years of experience in marketing residential property and have a demonstrated track record in the City of Lansing. Services that are expected of our contracted Real Estate Professional include, but are not limited to:

- Providing Market Analysis of properties as requested which reflect real-market conditions based on proven sales through ICLB.
- Develop a written marketing plan for the sale of each property and follow through with that plan. Adjustments to the plan would need to be discussed with ICLB.
- Actively participate in ICLB sponsored Open House events.
- Sponsor regular open houses independent from ICLB sponsored activities.
- Communicate regularly with ICLB staff regarding showings, potential buyer comments, concerns and praises regarding specific properties, potential buyer demographics, potential offers, and

any maintenance/repair/cleaning/security needs noted at the sale property. Monthly reports on the activity associated with each property listed will be expected.

- Present all offers to the Ingham County Land Bank staff with recommendations for acceptance or refusal.
- Assist local housing-related non-profits achieve their mission by helping with activities such as homebuyer classes, seminars and/or trainings.

**Standards of Conduct:** The ICLB expects the Real Estate Professional would, at a minimum, meet the following standards of conduct:

1. Will support the ICLB in its mission of quality housing projects and commit to the intent of certain federal programs to increase market values. This includes publicly and professionally supporting the efforts of the ICLB to positively influence the local market in an upward trend through properly valuing the homes to both the public and other professionals.
2. Have a willingness to work with first-time homebuyers and low income homebuyers seeking to pursue the American Dream of homeownership.
3. Demonstrate a willing to learn about local homebuyer assistance programs as they apply to ICLB offered homes.
4. Be creative and positive in all marketing efforts and work well with the public.
5. Familiarize potential first-time homebuyers with various financing alternatives.
6. Place signage on listed property within 24 hours of signed listing.
7. Seek qualifying information on all buyers submitting a purchase offer, pursuant to program guidelines.
8. Monitor progress of sale transactions, including the satisfaction of all contingencies and conditions during the entire transaction.

### **Compensation**

*Compensation to the Real Estate Professional shall be in the form of a not-to-exceed 6% commission based on the sale price at closing. No fees or charges shall be paid beyond this amount by either ICLB or the potential buyer/buyer of any ICLB property. The Ingham County Land Bank offers many opportunities beyond the typical seller's ability in the marketing of our properties. We expect every real estate professional to take full advantage of these opportunities and actively participate in them. Our internal staff will work closely to assist in both the marketing of a property and the closing process, including the down payment assistance portion of the closing.*

Compensation for requested Broker Price Opinions (BPO) on properties sold 'as is' or those sold without an independent appraisal will be \$100.00. BPOs produced by a real estate professional on a property listed with that same real estate professional, or their partner(s), are not eligible for compensation.



## **Submission Requirements**

In evidence of Respondent's ability to satisfy the requirements set forth in the Scope of Services, Respondent is to provide the following information:

- ❑ Proposal including at a minimum:
  - Principal place of business and business history
  - Contact Person, Title, Phone/fax Numbers, E-mail address
  - Experience providing similar services
  - Letter from supervising broker confirming willingness to enter into a contract for professional real estate services. Include a copy of Broker's License from the State of Michigan.
  - Three references for which similar work has been performed. Please include contact name, address, and phone number.
  - Data showing number and location of sales for the previous three (3) years in both Ingham County and City of Lansing.
  - Submit sample marketing plan including, but not limited to, MLS internet, print media, social media, or other tools used to market previously sold or currently listed homes.
  - Share experience and knowledge of real estate finance, local, state and federal mortgage products and homebuyer incentive programs.
  - Disclose any potentially related conflict(s) of interest with ICLB Staff, Board of Directors or management.
  - Current professional vitae (1-2 pages) for the real estate professional providing services. At a minimum, this shall include a listing of the relevant certifications (with document numbers and effective dates), licenses, training, and experience for persons providing services; dates they have been employed in the area of real estate; and non-profit affiliations associated with the housing industry and positions held (ie. Member, Officer, Volunteer, etc.) and dates these positions were held.
  - Copies of current and applicable certifications held and trainings completed.
  - Copies of applicable State of Michigan Real Estate Broker and Salesperson licenses.
  
- ❑ Signed Certifications and Authorized Signatures page(s) from this RFQ. If applicable, signed Local Vendor Certification from this RFQ.
  
- ❑ Evidence of Insurance for General Liability and Errors and Omissions in compliance with the Land Bank's published Vendor Insurance Requirements (Additional Insured Clause not required until contract awarded)
  
- ❑ Minority Business Enterprise (MBE) certification, Women Owned Business (WOB) certification, Local Vendor Status and/or Section 3 eligibility, as applicable.
  
- ❑ Contractor Application, either submitted prior to your response or already on file with our office (can found on our website [www.inghamlandbank.org](http://www.inghamlandbank.org) or through our office).

All Respondents will be screened against the federal Excluded Parties List System (EPLS).

## Certifications and Authorized Signatures

*To be returned with your Qualification package*

Respondent, if awarded this contract, hereby agrees to commence work under this contract on or around August 1, 2017 and to continue performance of the contract for a period of Twelve (12) months. Respondent understands that the Ingham County Land Bank reserves the right to reject any or all submissions and to waive any informalities or irregularities herein.

Upon notice of acceptance of this packet, Respondent will execute a Contract Agreement and deliver properly executed insurance certificates to the Ingham County Land Bank within ten (10) days.

### **ADDRESS, LEGAL STATUS, AND SIGNATURE OF RESPONDENT**

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

Street: \_\_\_\_\_ P.O. Box (if applicable): \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

The undersigned does hereby declare that it has legal status checked below:

- Individual                                       Limited Liability Corporation (LLC)  
 Partnership                                       Corporation, State of Incorporation: \_\_\_\_\_

The names and address of all persons indicated in this Bid Proposal are as follows:

<b>NAME</b>	<b>ADDRESS</b>

This Qualification Packet is submitted in the name of

\_\_\_\_\_  
 (Vendor)

Respondent hereby certifies that the information provided in their submittal to ICLB is accurate and complete, and they are duly authorized to sign. Respondent hereby certifies that they have reviewed the RFQ in its entirety and accepts its terms and conditions.

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

## Local Vendor Certification

*If applicable, return with your Qualification package*

To be considered for preference as operating a business within the legally defined boundaries of Ingham County, the vendor must register as a “registered local vendor”(RLV) by providing the Land Bank with a verifiable physical business address (not a P.O. Box) within Ingham County at which the business is conducted. This must be the site at which business operation take place. ICLB staff reserves the right to make a site visit to verify location and business activities.

Any person, firm, corporation or entity intentionally submitting false information to the Land Bank in an attempt to qualify for the local purchasing preference shall be barred from bidding on Land Bank contracts or a period of not less than three years.

If you believe you qualify as a local vendor, please provide the following information for verification. Please note that there are some exceptions to the local vendor rule. More information can be found at [www.inghamlandbank.org](http://www.inghamlandbank.org).

Complete Legal Firm Name: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

\_\_\_\_\_

Company Phone: \_\_\_\_\_

Name and Title of Person Authorized to sign on behalf of your company:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_