**Niagara Orleans Regional Land Improvement Corporation**

6311 Inducon Corporate Drive, Suite One

Sanborn, NY 14132-9099

716-278-8760

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**Request for Qualifications**

### **Real Estate Services**

**Introduction**

The Niagara Orleans Regional Land Improvement Corporation (NORLIC) is a municipal partnership between Niagara and Orleans Counties, in addition to the Cities of Lockport, Niagara Falls, and North Tonawanda intended to rehabilitate properties and improve neighborhoods. NORLIC receives funding from the New York State Office of Community Renewal (OCR), among other sources, to pursue its mission to address vacant, abandoned, and distressed properties.

NORLIC is seeking proposals for real estate brokerage services from licensed and qualified real estate brokerage firms to list and complete residential and commercial sales within our service area.

This Request for Qualifications (RFQ) is being emailed to prospective firms, will be posted on the NORLIC website ([www.niagaraorleanslandbank.com](http://www.niagaraorleanslandbank.com)), and may be advertised elsewhere. NORLIC encourages qualified entities to submit proposals.

**Qualifications:**

* Licensed real estate brokers, who may have a team of agents working under them.
* Familiarity with the real estate markets in Niagara and Orleans counties, and trends in new construction and home sales within our service area.
* Knowledge of the various financial incentives, grants, and financing sources available to buyers of properties.
* While not a qualification requirement, NYS Certified Minority/Woman Business Enterprise firms are strongly encouraged to submit a response.

**Firm Responsibilities and Scope of Service**

**Scope of Services:**

* Prior to Listing
  + The listing agent will perform a comparative market analysis and based on nearby comparable sales prices and recommend a reasonable listing price to the Land Bank.
  + The listing agent will prepare an information packet for potential purchasers promoting grants and financing available for property purchase and promote the property and other positive aspects of the community.
  + The listing agent shall post at least twenty-five (25) clear, attractive, and representative photos of the property to the MLS listing.
* During the Listing
  + The listing agent will post all properties to the Multiple Listing Service (MLS) and attach the Land Bank’s standard purchase contract and application forms and ensure that all properties listed for sale are accessible via a lockbox.
  + The agent will install a swing sign, or similar, in the yard of properties for sale.
  + The listing agent is expected to educate buyers and buyers’ agents about the application process and educate them about the Land Bank’s rationale for certain application requirements.
  + Ensure that buyers have fully completed the Land Bank’s purchase application, contract, and submitted all required documentation for proof of financing. The listing agent will then pass the complete applications on to the Land Bank immediately once submitted.
  + Assist the Land Bank in negotiating a fair sales price with buyers.
  + Provide the Land Bank with a monthly report summarizing all open listings, initial listing price, any price changes that have been made, and indicating the level of activity each property has attracted.
  + Advise the Land Bank regarding price reductions for properties that have been listed for an extended period of time and are not attracting adequate interest.
  + Inform the Land Bank immediately if you see maintenance deficiencies or physical conditions at the property that need to be addressed for public safety or in order to better market the property.
* Preparing to Close
  + Provide commission statements from the seller’s agent and buyer’s agent to the Land Bank’s legal counsel to expedite the timely preparation of a Closing Statement.
  + If the buyer is using legal counsel, encourage them to review the purchase offer with their attorney prior to signing the offer and submit it to the Land Bank. Ensure that buyer’s counsel understands that the Land Bank’s process differs from typical transactions.
  + Periodically check in on pending sales and that any inspections required by the buyers’ lender are completed in a timely manner in order to expedite closing.
* Firm shall possess insurance coverage in accordance with the attached NORLIC Standard Insurance Requirements (Schedule B)

**Proposal Requirements**

All proposals shall be organized in the following manner:

* 1. **Contact Information**
* Name, address, federal tax i.d. number, telephone number and email address of the individual and/or firm(s). If a firm, the name, and title of the individual authorized to negotiate contracts. BENLIC expects a single point of responsibility to act as one voice on behalf of the Bidder.
  1. **Experience**
* Description of the firm or team’s resources – Please provide the names of all personnel (including all firms and associate personnel partnering in this project) who will be assigned to work with NORLIC including previous experience and education.
* Years of operation – State the number of years your firm has been involved in real estate brokerage services, and the volume of homes sold over the last five years.
* Provide images and descriptions of past homes sold to demonstrate experience of a similar nature. Also describe your experience working with local communities.
  1. **Marketing Plan**

As a NYS Land Bank, NORLIC real estate transactions must be made as publicly accessible as possible. Please propose a marketing process and anticipated timeline that includes:

* + How you intend to market property via various media formats I.E newspapers, online, mailings, etc.
  + How you intend to market property specifically to diverse populations and first-time homebuyers.
  + How you intend to satisfy and deliver NORLIC’s Scope of Services.
  + How you intend to update NORLIC on marketing efforts and provide complete offer submissions for final NORLIC approval.
  1. **Compensation**

Please present your firm’s commission rate, as a percentage, for listing and completing real estate transactions and any other costs for selling property.

Include any dollar amount minimum required. Please explain how commissions are split with buyer’s agents.

If your proposal pricing is not based upon a commission rate, as a percentage, please present your total pricing for this project and per/transaction fee.

NORLIC reserves the right to award multiple brokerage contracts based on the quality of the proposals, relevant experience, or for any other reasons deemed in the best interest of the Corporation.

* 1. **MWBE Utilization**

This project will be funded in part through New York State Homes and Community Renewal (HCR). All contractors and awardees must submit and abide by a Minority/Women Owned Business Enterprise. (M/WBE) Utilization Plan that is acceptable to HCR.

**Award Criteria**

Proposals will be evaluated and awarded on the following criteria:

Overall Quality and Responsiveness of Proposal

Suitability of the Proposals Marketing Plan

Lowest and Most Responsible Commission Structure Experience and Qualifications

Key Personnel and Resources

**III. General Terms and Conditions**

1. NORLIC assumes no responsibility for oral instructions or interpretation. Any questions regarding this proposal must be submitted in writing to: [matthew.chavez@niagaracounty.com](mailto:matthew.chavez@niagaracounty.com).
2. No taxes are to be billed to NORLIC. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.
3. The selected Firm shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.
4. *Administrative, Contractual and Legal Remedies:* All claims, counter claims, disputes and other matters in question between NORLIC and the Firm arising out of or relating to this Agreement or the breach or violation of it shall be decided and resolved through a joint meeting between NORLIC and the Firm to review the issue(s) and to work out a mutually agreeable solution. In the event that this administrative remedy fails to resolve the matter(s) discussed at the joint meeting, the Firm shall submit the matter to arbitration, if the parties hereto mutually agree, or to a court of competent jurisdiction within New York State.
5. *Termination for Cause:* It is expressly understood and agreed that NORLIC may terminate this Agreement for cause at any time by giving the Firm thirty (30) days written notice. Such notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Firm. The phrase “for cause” shall mean a serious violation or breach of the terms of this Agreement by the Firm that cannot be resolved through the administrative remedies provided in Section D.
6. *Termination for Convenience:* It is expressly understood and agreed that NORLIC may terminate this Agreement for convenience at any time by giving the Firm ninety (90) days written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Firm. It is expressly understood and agreed that the Firm may terminate this Agreement for convenience at any time by giving NORLIC ninety (90) written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to NORLIC.
7. *Compensation in the Event of Termination*: If either NORLIC or the Firm terminates this Agreement, the Firm shall be compensated for all services performed up to the date of termination.
8. *Reservations of Rights:* NORLIC reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies and to accept any proposal that it deems to be in the best interest of NORLIC. The contract shall be awarded to the Contractor whose proposal best meets the needs of NORLIC. NORLIC reserves the right to negotiate the terms and conditions of the contract with the successful Firm to obtain the most advantageous situation for NORLIC. NORLIC reserves the right to request additional information from all applicants.
9. *Indemnification*: The Firm agrees to defend and indemnify NORLIC, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Firm, or its subcontractor, under this contract; provided, however, that Firm shall not be required to indemnify NORLIC with respect to such risks to the extent caused by the negligence or intentional misconduct of NORLIC or NORLIC’s contractors, over whom Firm has no authority or control.

The Firm by agreeing to defend NORLIC as set forth above, agrees that if NORLIC receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Firm agrees to pay all attorney fees and expenses; the selection of such attorney to represent NORLIC shall be the sole and exclusive determination of NORLIC.

**IV. Insurance Requirements**

A. *General Requirements:* Before commencing work, the chosen Firm and any subcontractors shall furnish evidence such as a Certificate of Insurance, acceptable to NORLIC, that it has procured and will maintain, at its own expense, until final acceptance of the work, insurance in the kinds and amounts hereinafter specified. NORLIC is defined as NORLIC, its agents, officers, and employees.

A Certificate of Insurance acceptable to NORLIC must meet the following requirements:

1. List the type of insurance coverages and acceptable limits, as required by NORLIC.
2. Name the certificate holder as NORLIC, 6311 Inducon Corporate Drive, Sanborn NY 14132.
3. Name NORLIC, Niagara and Orleans Counties, and the Cities of Niagara Falls, North Tonawanda, and Lockport, its agents, officers, and employees as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
4. Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
5. In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to NORLIC, at 6311 Inducon Corporate Drive, Sanborn NY 14132.
6. Insurance carriers should be admitted in the State of New York, unless an exception is approved by NORLIC.
7. The Certificate of Insurance shall be submitted to NORLIC for compliance review, approval and retention at least thirty (30) days prior to the start of work.

B. *Specific Requirements:* The following are the minimum insurance types, documentation and limits acceptable to NORLIC.

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| Coverage and Documents | Limits |
| A. Professional Liability Insurance | $1,000,000 Each Occurrence or Claim |
| $2,000,000 General Aggregate |
|  | |
| B. General Liability (GL) | $1,000,000 Each Occurrence |
| $1,000,000 Personal and Advertising Injury |
| $2,000,000 Products-Completed Operations |
| $2,000,000 General Aggregate |
| $50,000 Fire Damage Legal Liability |
| $5,000 Medical Expense |
|  | |
| C. Auto Liability | $1,000,000 Combined Single Limit |
|  | |
| D. Excess/Umbrella Liability | $1,000,000 Each Occurrence |
|  | $1,000,000 General Aggregate |
|  | |
| E. Workers’ Compensation and Employers Liability  *CE-200, C-105.2, or SI-12* | Statutory Limits |
|  | |
| F. Disability Benefits  *CE-200, DB-120.1, DB-820/829 or DB-155* | Statutory Limits |

**V. Submission Information**

Proposals are due by **2:00 pm on Tuesday, May 20, 2023**. Two hard copies and an electronic copy via email of your proposal should be submitted to:

Matthew Chavez

Project Manager, NORLIC

6311 Inducon Corporate Drive

Sanborn, New York 14132

matthew.chavez@niagaracounty.com