

# CITY OF DEARBORN

*Home Town of Henry Ford*

JOHN B. O'REILLY, JR., MAYOR



## REQUEST FOR QUOTES REAL ESTATE TRANSACTION COORDINATOR CONTROL NO. 105081

Issue Date: August 30, 2010

Quote Deadline: September 7, 2010 at 3:00 PM Local Time  
City of Dearborn  
Purchasing Division  
4500 Maple Road  
Dearborn MI 48126

Purchasing Contact: Bill Goodwin, Buyer  
Phone: (313) 943-2375 or (810) 599-3474  
Fax: (313) 943-2420  
Email: wgoodwin@ci.dearborn.mi.us

**DESCRIPTION:** Quotes are being solicited for the purpose of contracting for Real Estate Transaction Coordinator services on behalf of the City of Dearborn on the First-Time Homebuyer Program.

This solicitation document and any issued Addenda may be obtained from the Purchasing Division, City of Dearborn, Purchasing Division, 4500 Maple Road, Dearborn MI 48126, (313) 943-2375.

**Email or Fax the completed Quote Form to the Email Address or fax number above by the Quote Deadline above.**

## SCOPE OF WORK

- 1) **GENERAL INFORMATION:** The City of Dearborn (City) is soliciting quotes to establish contract pricing (on a flat fee per sale basis) for a Real Estate professional to provide Transaction Coordination services on behalf of the City in its execution of selling renovated single-family residential properties under its Neighborhood Stabilization and HUD Dollar Sale Programs in accordance with the attached specifications, terms and conditions herein described.
- 2) **BACKGROUND:** The City has acquired and is in the process of renovating (12) single-family residential properties under its Neighborhood Stabilization and HUD Dollar Sale Programs. Once renovated, the properties will be sold to qualified homebuyers as identified by the City of Dearborn.
- 3) **SCOPE OF WORK/SERVICES:** The City wishes to engage a real estate transaction coordinator to prepare the appropriate sale contract documents, disclosures and addendums; to see to it that the City-identified property buyer clearly understands all of the transaction documents; and to fully execute same on behalf of the City on a fixed flat fee per completed sale basis.

The Transaction Coordinator will be compensated only upon successful execution of a property sale.

The following information and documentation is to be provided with Respondent's submittal; Respondents will be deemed non-responsible and rejected without any further evaluation if they do not provide the following with their response to this solicitation:

1. Name of person(s) providing the service.
2. Statement of qualifications for each person proposed.
3. Complete representative set of sale transaction documents.
4. Executed PROFESSIONAL SERVICES CONTRACTOR CERTIFICATION.
5. QUOTE FORM

## **PROFESSIONAL SERVICES CONTRACTOR CERTIFICATION**

The Contractor hereby certifies that they will comply with all of the following:

1. The Contractor is not free to divest responsibility or subcontract for the performance or the quality of services called for by this contract unless authorized by the City.
2. This Contract in no manner affects the Contractor's obligation to comply with all applicable laws, ordinances and codes of federal, state or local governments.
3. The Contractor and their subcontractors shall understand that the City may withhold payment for any violation or noncompliance with any certification or provision contained in this contract.
4. This contract may be terminated for default or noncompliance on the part of the Contractor or their subcontractors. The City may exercise this determination whenever the Contractor and their subcontractors default in performance of this contract in accordance with its terms and shall fail to remedy such default within a period specified by the City after issuance of a notice of noncompliance.
5. This contract may also be terminated for conditions beyond the control of the Contractor. If the contract is terminated for conditions beyond the control of the Contractor, the Contractor shall be paid for finished work.
6. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).
7. The Contractor will comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3), in that he shall be prohibited from inducing, by any means, any persons employed, to give up any part of the compensation to which he is otherwise entitled.
8. No person (client, employee, applicant for employment or services) shall on the ground of race, religion, color, national origin, sex, age, familial status or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by this Contract.
9. That, to the extent feasible, employment opportunities generated, in whole or in part, by the assistance provided under this Contract shall be directed toward "Section 3" residents (low and very low income residents; particularly, persons in public and assisted housing, persons in the neighborhoods served by the Contract, participants in HUD Youthbuild programs, and homeless persons).
10. No reports, maps, or other documents produced in whole or in part under this Contract, shall be the subject of an application for copyright by or on behalf of the Contractor.

11. The contractor shall not purchase any rights of copyright through this contract without the express, written permission of the City of Dearborn. The City of Dearborn and the Federal awarding agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, any such rights of copyright purchased through this contract.
12. For contracts that include performance of experimental, developmental, or research work, the Federal Government and the City of Dearborn shall retain rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grant, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD
13. The Contractor and their subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
14. The Contractor and their subcontractors shall provide access to any books, documents, papers and records which are directly pertinent to this Contract to the City of Dearborn, U. S. Department of Housing and Urban Development, U. S. Department of Labor, Comptroller General of the United States, State of Michigan or any of their duly authorized representatives. The Contractor and their subcontractors shall maintain all required records for five years after the City makes final payment and all other pending matters are closed.
15. The Contractor shall execute written contracts with all subcontractors utilized. Each subcontractor contract shall contain all certifications and compliance provisions contained in this prime contract.
16. No oral statement of any persons, and no written statement of anyone, other than the City's authorized representative, shall be allowed to modify, interpret or otherwise affect the terms or meaning of this Contract.

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Contractor

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Authorized Signature

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Date

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Typed/Printed Name and Title

## TERMS AND CONDITIONS

- 1) **CONTRACT AWARD:** This contract is intended to be awarded as a whole.
- 2) **ESTIMATED QUANTITIES:** The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.
- 3) **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor must submit proof that they meet all City insurance requirements prior to receiving an executed contract and purchase order. Proof of insurance as stated below will be required within 5 days of request. To expedite the process, a copy of your current coverage may be submitted with your quote.
- 4) **STANDARD INSURANCE REQUIREMENTS:**
  - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - b) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
  - c) **Automobile Liability Coverage:** The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
  - d) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
  - e) Cancellation clause of insurance shall identify not less than thirty (30) days.
  - f) The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

## RFQ/PO TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Proposal unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be Net 30 unless otherwise specified by the City of Dearborn.
- 5) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 6) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 7) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 8) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 9) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 10) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 11) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.

- 12) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 13) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault.
- 14) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 15) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City of Dearborn with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
- 16) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 17) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 18) **Subcontracting:** The use of a subcontractor is subject to the written approval of the Corporation Counsel of the City of Dearborn.
- 19) **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Dearborn in this Proposal or in any other manner.
- 20) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.

## QUOTE FORM

**BID PRICE:** This project is to be performed for the City of Dearborn. Review the Scope of Work/Services and provide a “not to exceed per completed property sale flat fee that is inclusive of all expenses”:

**NOT TO EXCEED FEE:** \$\_\_\_\_\_ per completed property sale

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**OBLIGATION:**

The undersigned, by submission of this Quote Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, in accordance with the Conditions, Scope and Terms, together with any written addendum.

**COMPLIANCE:**

By submission of this quote, Respondent represents they are in compliance with any applicable provisions of the City of Dearborn’s Charter and Code of Ordinances and if awarded the contract, Respondent will comply with the City’s Charter and Code of Ordinances. Also, Respondent certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
**\* Federal Tax ID Number**

*\*The business name associated with the Federal Tax ID Number provided **MUST** exactly match the business name indicated above.*

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title