



REQUEST FOR QUALIFICATIONS

No. 2013-01

Real Estate Brokers

ISSUE DATE: July 9, 2013

CLOSING DATE: July 26, 2013

This document is available from the Village of Glenwood website.

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SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The Village of Glenwood (Village) is soliciting a Request for Qualifications (RFQ) from individuals and firms interested in providing Real Estate Broker services, for the selling of real property.

It is the intent of the Village to identify four qualified firms/individuals to perform real estate broker services on behalf of the Village. The Village will choose from the list as needed. Firms/individuals deemed qualified will execute a listing agreement for the sale of specific Village properties. All qualified applicants will receive consideration without regard to age, race, creed, color, national origin, ancestry, gender, marital status, affectional or sexual orientation, disability, or other status for which discrimination is declared unlawful in any Federal or State law, rule, or regulation including but not limited to the Illinois Human Rights Act.

1.2 SUBMITTAL REVIEW

All responders are required to submit one original and two hard copies, plus an electronic copy on a CD ROM of the submittal package by the closing date, addressed to:

Donna M. Gayden
Village Administrator
Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

The Village will make every effort to evaluate the submissions within 30 days of submittal. The submittals must be sealed, and the outside envelope must be clearly marked "RFQ No. 2013-01".

Offerors mailing submissions should allow sufficient mail delivery time to ensure timely receipt by the Village of Glenwood. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

1.3 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted via email no later than 12:00 pm CST July 15, 2013 to:

dgayden@villageofglenwood.com

Questions that are received by phone calls, faxes, or any other form of communication other than emails will **not** be accepted. Responses to the questions will be posted on the Village of Glenwood website no later than **July 19, 2013**. Potential respondents are responsible for periodically checking the website for updates to this solicitation.

1.4 PUBLIC REVIEW PROCESS

Prior to executing an agreement or contract on future projects, the selection may be approved at an open public meeting by the Village of Glenwood Trustees.

1.5 SUBMISSION ACCEPTANCE

The Village of Glenwood reserves the right to accept or reject any and all submissions, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the Village reserves the right to make a whole award, partial award, or no award at all.

1.6 NOTICE TO OFFERORS

Before submitting a proposal, Offerors are to completely familiarize themselves with the requirements of the solicitation. Failure to do so will **not** relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done.

SECTION II: GENERAL REQUIREMENTS

2.1 MINIMUM QUALIFICATIONS

The Village requires a minimum of five years of real estate broker experience for firms and individuals to be deemed qualified for this RFQ. Respondents must provide evidence of possessing a current Illinois Real Estate Broker License. Respondents must

also provide evidence of a Certificate of Good Standing with the Illinois Secretary of State. Additional qualifications can be found in Section 4.4 Evaluation Criteria.

2.2 SCOPE OF WORK

The selected qualified firms will provide the following real estate broker services to the Village:

- Marketing of real property for sale on behalf of the Village;
- Sale of real property by the Village;
- Coordination of inspections on behalf of the Village, and
- Coordination of settlement activities with various title companies.
- Provide market analysis and pricing guidance for the Village;
- Develop a marketing strategy that employs multiple types of advertising including, but not limited to, internet exposure, yard signs, and alternate trade publications;
- Accurately list the Village of Glenwood homes in MLS;
- Show the Village of Glenwood homes
- Forward all home purchase offers to the Village of Glenwood for consideration;
- Assist the Village of Glenwood with negotiations of offers and coordination of sales and closing;
- Coordinate submission of **ALL** required contract related documents from buyer to the Village for income eligible review to include, sources of income, assets, tax returns, and any other forms deemed necessary;
- Attend service related meetings as required and requested by the Village from time to time.

The Village estimates it will list for sale approximately ten (10) or more properties within the next twelve (12) months. The Village intends to select multiple real estate agents and will use best efforts to distribute the Village property listings equally among the selected prequalified real estate brokers.

Once prequalified, firms or individuals will be assigned to work on specific properties and execute listing agreements for properties to be sold.

2.3 ECONOMY OF PREPARATION/INCURRED EXPENSES

Submissions should be prepared simply and economically (limited to 25 single/13 double-sided 8 ½ x 11 with 12 point font) providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the

requirements of this RFQ. The Village will not be responsible for any costs incurred by any Offeror in preparing and submitting a response to this solicitation.

2.4 ADDENDA TO THE REQUEST FOR QUALIFICATIONS

If it becomes necessary to revise any part of this RFQ, addenda will be provided on the Village website. It is the Offeror's sole responsibility to monitor the Village website for any revisions to this RFQ.

2.5 ORAL PRESENTATIONS

The Village of Glenwood reserves the right to conduct individual interviews with Offerors.

2.6 CONFIDENTIALITY/PROPRIETARY INFORMATION

Offerors must specifically identify those portions of their submissions, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the Village of Glenwood in accordance with the Illinois Freedom of Information Act, 5 ICLS. Offerors must clearly indicate each and every page that is deemed to be confidential, proprietary, or a trade secret (it **IS NOT** sufficient to preface your submission with a proprietary statement).

2.7 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFQ shall be construed or interpreted to preclude the Village of Glenwood from accomplishing any task or undertaking of any operation or project utilizing its own work force.

2.8 WITHDRAWAL OF SUBMISSIONS

Negligence on the part of the Offeror in preparing the submission confers no right of withdrawal after time fixed for closing of the submissions. Should the Offeror choose, the submission can be withdrawn from consideration upon a written request from the Offeror.

2.9 INSURANCE

Upon contract execution, the contractor shall save and keep harmless and indemnify the Village against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of a person or persons, and for loss or damage occurring in connection with this

contract and/or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors, or omissions of the contractor, or any employee, agent, or representative of the contractor.

INSURANCE REQUIREMENTS: The contractor shall provide the Village with evidence of its contractor's commercial insurance coverage's and the limits of such coverage's for the following exposures:

PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance under this Scope of Work.

The Village of Glenwood, Illinois shall be included as an additional insured under the liability insurance coverage with respect to activities related to any contract awarded.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Federal Employers' Liability Act, the Contractor will provide coverage for these exposures on an "if any basis".

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the contractor for all work or operations under or in connection with this project, and all obligations assumed by the Contractor under this contract.

The Village of Glenwood, Illinois must be included as an additional insured under the general liability insurance coverage with respect to activities related to any contract awarded.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented, or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Illinois, and not covered under the Contractor's aforementioned commercial General Liability Insurance.

The Village of Glenwood, Illinois must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to any contract awarded.

The following special provisions and conditions are part of the insurance requirements.

SPECIAL PROVISIONS FOR INSURANCE:

1. The Contractor shall forward to the Village, a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the Village and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the Village, rated by A.M. Best, and carry at least an "A" Rating VIII. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless the Village is given 30 days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Village with a certified copy of each insurance policy upon request.
2. The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Village must be approved in writing.
3. *All insurance shall be procured from insurance or indemnity companies acceptable to the Village and licensed and authorized to conduct business in the State of Illinois. The Village's approval or failure to disapprove insurance furnished by the contractor shall not release the contractor of full responsibility for liability for damage and accidents.*
4. If at any time the above required insurance policies should be canceled, terminated, or modified so that the insurance is not in full-force and effect as required herein, the Village reserves the right to terminate any contract that has been awarded.
5. *In the event the required certificates of insurance as specified herein are not furnished within ten business days prior to the execution of any awarded contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.*
6. The contractor shall, prior to contract execution, and for each extension of the contract, furnish to the Village certificates of insurance as evidence of such

insurance coverage stated above. Such insurance certificates shall provide that the Village be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

Village Administrator
Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

2.10 VENDOR OATH AND CERTIFICATION

See Appendix A.

SECTION III: SUBMITTALS

3.1 TECHNICAL SUBMITTAL FORMAT OUTLINE

Each submission shall have the following sections prominently displayed:

1. Cover letter
2. Description of experience and qualifications, the required certifications and licenses, and a Letter of Good Standing
3. Scope of Work fee schedule (include a copy of the listing agreement proposed to be utilized)
4. Sales and marketing plan
5. Corporate structure and evidence of insurance
6. Statement of no Conflict of Interest
7. Statement of no pending or threatening litigation

3.2 FORMAT DESCRIPTION

Each submission shall be presented on double-spaced typed pages, limited to 25 single/13 double-sided 8 ½ x 11 pages with 12 point font.

3.2.1 Cover Letter: The submittal shall include a transmittal cover letter prepared on the Proposer's business stationary. The purpose is to transmit the proposal; therefore, it should be limited to one page. The letter must be signed by an individual who is

authorized to bind the firm to all statements. It should also display the words "RFQ No. 2013-01". It should also have the name of the company and the name, title, business address, and telephone number of the person authorized to obligate the company/individual.

3.2.2 Experience, Qualifications, Certifications, and Licenses: The submittal shall describe in detail the experience, qualifications, certifications, and licenses (including broker and real estate agent) of all relevant individuals and of the firm/individual(s) responsible for performing the Scope of Work. **Submittal should provide three references that can be contacted** and a Certificate of Good Standing from the State of Illinois.

3.2.3 Scope of Work Fee Schedule: The submittal of the work shall include a fee for each Scope of Work line item from Section 2.2. **The fee for the Scope of Work shall be presented as a lump sum or as a percentage of the purchase or sale price.** This fee schedule shall be in place for a maximum of one year.

3.2.4 Corporate Structure and Evidence of Insurance: The submittal must describe the corporate structure (i.e. Limited Liability company, sole proprietorship, etc.) and evidence of insurance required under Section 2.9.

3.2.5 Statement of No Conflicts of Interest: The submittal shall provide a statement of no conflicts of interests that would preclude the Offeror from contracting with the Village of Glenwood. **A Certificate of Good Standing from the State of Illinois is also required.**

3.2.6 Statement of No Pending or Threatening Litigation: the submittal shall provide evidence that the Offeror does not have any pending or threatening litigation against the Offeror. All pending or threatening litigation against the Offeror should be disclosed.

3.2.7 Sales and Marketing Plan: The submittal shall provide a plan for the effective and efficient marketing and sale of properties. Plan should include examples of marketing collateral such as hard copy brochures, internet, and social media. It should also include events such as open houses and promotional activities to attract potential buyers.

SECTION IV: EVALUATION AND RATING CRITERIA

4.1 SELECTION PROCESS

The Offerors that best meet with the Village of Glenwood's requirements will be selected and placed on a short list of prequalified real estate brokers. The village may make a selection from this list or may seek proposals from this list or a subset of this list for specific projects.

4.2 EVALUATION COMMITTEE

The Evaluation Committee will evaluate all submittals received within 30 days. The Evaluation Committee may request additional technical assistance from any source within the County, and may request the submission of additional information.

4.3 QUALIFYING SUBMITTALS

The Evaluation Committee shall first review each submittal for compliance with the mandatory requirements of this RFQ. Failure to comply with any requirements of this procurement may disqualify an Offeror's submittal. The Village reserves the right to waive a requirement and/or minor irregularities when it is in the Village's best interest to do so. Submittals will not be opened publicly. **The top four Offerors whose submittals are deemed to be the most qualified will be placed on the Village's short list of prequalified real estate brokers.**

4.4 EVALUATION CRITERIA

After determining compliance with the requirements of this RFQ the Evaluation Committee shall conduct its evaluation of the technical merit of the submissions. Each submission received as a result of this RFQ shall be subject to the same review and evaluation process. The following criteria will be used in the evaluation:

Criteria	Points
<p>1. Qualifications of the Key Personnel</p> <p><i>Points will be awarded based upon educational credentials, possession of appropriate business and professional licenses, insurance, certifications and professional accomplishments or awards of the broker and all personnel and independent contractors providing service to the Village under the direction of the broker. Minimum qualifications include:</i></p> <ul style="list-style-type: none"> • Certifications and licenses – Illinois Real Estate Broker License 	20
<p>2. Past Experience and Performance</p> <p><i>Points will be awarded based upon the successful completion of similar work in a timely and economical manner. Reviews from references, along with their contact information, are required. A minimum of three references are required. Evidence of a minimum of five years experience is required.</i></p>	30
<p>3. Fee Structure</p> <p><i>Points will be awarded based upon the proposed fee schedule and listing agreement for each of the services outlined in the Scope of Work.</i></p>	20
<p>4. Sales and Marketing Plan</p> <p><i>Points will be awarded based upon the completeness of the plan to effectively and efficiently market and sell the properties.</i></p>	20
<p>5. Overall Responsiveness to the RFQ</p> <p><i>Points will be awarded based upon the clarity of the response to the RFQ</i></p>	10

4.5 FINAL RATING

Up to four qualified Offerors who scored the highest will be included on the short list of prequalified real estate brokers and will be notified in writing of their inclusion on the list. A minimum score of 75 is required in order to be deemed qualified.

4.6 SUBMISSIONS ARE THE PROPERTY OF THE VILLAGE OF GLENWOOD

All materials submitted in response to this RFQ become the property of the Village of Glenwood and may be appended to any formal documentation which would further define or expand the contractual relationship between the Village and the successful Offeror(s).

APPENDIX A

VENDOR'S OATH AND CERTIFICATION

Any contractor receiving a contract or award from the Village of Glenwood, Illinois, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership, or corporation, that no officer or employee of the Village whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from the profits or emoluments of this contract.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership, or corporation that no member of the elected governing body of the Village of Glenwood, Illinois, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____