



REQUEST FOR PROPOSAL

Real Estate Services

for

CITY OF COQUILLE

Closing Date: July 31, 2018

City of Coquille 851 N. Central Blvd. Coquille Oregon 97423
www.cityofcoquille.org, Phone: 541-396-2115 Fax: 541-396-5125

Request for Proposal: Real Estate Services

Notice is hereby given that proposals will be received by the City of Coquille (hereafter known as the City) for Real Estate Services. The City invites applications from licensed agents or brokers to act as "Real Estate Agent of Record" (Agent) for a term of one year. The Agent will provide the City with real estate sales services to market and represent the City in the sale and/or purchase of property. The City reserves the right to extend the agreement for an additional two years. In addition to providing residential/commercial services if a proposer has expertise in land sale or rentals the City may choose to utilize those services under the Contract.

The City of Coquille recognizes that active marketing of real property by specialized agents or brokers is an industry accepted method of selling and purchasing property. The City is interested in obtaining the services of a real estate agent or broker who has experience with and knowledge of residential and commercial markets, the ability to connect with a wide range of buyers, and the expertise to negotiate on the City's behalf to obtain the best terms for the City. In addition the City is interested in real estate brokers with knowledge and experience in office and land transactions.

List of Properties owned by City of Coquille.
Jefferson Sub-division Lots
Commercial Lots on Former Georgia Pacific Site

Information regarding the RFP process, if not found within this document, may be obtained from City Manager Chuck Dufner by email at cdufner@cityofcoquille.org or by phone at 541-396-2115. Find additional information about the City of Coquille at www.cityofcoquille.org.

Schedule

Issue Date: 06/06/2018

Closing Date: 07/31/2018

Anticipated Award Notice: 08/16/2018

Anticipated Contract Approval: 08/22/2018

Table of Contents

REQUEST FOR PROPOSAL

1. Minimum Requirements
2. Scope of Duties
3. Term of Agreement
4. Agency
5. Marketing Plan
6. Fees
7. Required Proposal Content
8. Evaluation and Selection Process
9. Proposal Deadlines
10. Notice of Award and appeal process

ATTACHMENT A: Questionnaire

ATTACHMENT B: Example Personal Service Contract

REQUEST FOR PROPOSAL:

1. Minimum Requirements

Proposers must meet the following minimum requirements to be considered as a qualified proposer:

- a. Be a licensed Real Estate Agent or Broker in the State of Oregon.
- b. Have a minimum of five (5) years of experience in residential and commercial real estate transactions in Coos County.
- c. Have experience with private and public sector real estate transactions.

2. Scope of Duties

The selected Agent of Record is an independent contractor and shall be responsible for providing support to the City of Coquille in all areas of real estate transactions including but not limited to:

- a. *Providing a market analysis including a recommendation as to whether city properties should continue to be held for investment purposes or whether it would be more beneficial to sell the properties.*
- b. *Prepare marketing material and list properties for sale according to industry standards.*
- c. *Prepare comparable analysis and represent City on properties that the City may wish to purchase.*

- d. Evaluate all offers for sale or purchase, preparing recommendations and presenting all offers and analysis in a timely manner.*
- e. Preparing and presenting any counter-offers or addenda.*
- f. Completing the Earnest Money Offer by securing all appropriate signatures and approvals.*
- g. Work with Staff to obtain City Attorney review and approval of all counter-offers, addenda, Earnest Money agreements and other transaction documents required to be signed.*
- h. Maintaining escrow files on all transactions.*
- i. Providing follow-up on each file and monthly reports to the City Manager and appropriate City staff.*
- j. Consulting for any land divisions, surveys, inspections, cleanup, etc., as may be necessary in connection with specific transactions.*
- k. Providing information and documents necessary for Escrow, in conjunction with legal counsel, in preparations for closing.*
- l. Providing the communications link between the City and Purchaser / Purchaser's agent or property owner.*

The Broker / Agent shall:

- m. Present all offers and counter offers in a timely manner.*
- n. Make timely confirmation of all real estate transactions.*
- o. Provide another Broker / Agent or staff person who is continually updated on the status of the City's real estate transactions.*

3. Term of Agreement

The contract term is one year and the contract will be effective upon signing by Agent of Record and the City of Coquille. Upon request the City may elect to extend the agreement by an additional two years at their sole discretion.

The contract may be terminated by the City or the Agent of Record upon thirty (30) days written notice to the other party. Upon early termination, the City may be required to compensate the Agency of Record for any transactions in negotiation or in contract for an exclusionary period of ninety (90) days.

4. Agency

The Agent shall address compliance with ORS 696.800-696.995. To conform to State Broker/Agent policies, the Agent shall disclose the types of agency relationships recognized by their brokerage policy and how the City can expect implementation.

5. Marketing Plan

The Agent of Record will present a proposed marketing plan, including the type and schedule of sales tactics and explanation of potential incentive packages that your firm will assemble to sell properties as noted in the List of Properties owned by City of Coquille.

6. Fees

As a part of the RFP submittal the Agent of Record will present a proposal of compensation to the City including a commission schedule for property transactions that include the City of Coquille as the seller in a single transaction, and an hourly rate, if applicable.

7. Required Proposal Content

Please include the following in your proposal:

- a. Name, address, phone number and email address
- b. Photocopy of Oregon Real Estate License
- c. A current resume setting forth qualifications and personal history of individual agent or brokerage
- d. Names and contact information for three (3) professional references
- e. Agency disclosure (see Scope of Duties #4)
- f. Description of marketing plan (see Scope of Duties #5)
- g. Full disclosure of commissions (see Scope of Duties #6)
- h. Completed copy of Attachment A: Questionnaire
- i. If selected proposer shall provide a Certificate of Insurance as required on Attachment B: Personal Services Contract

8. Evaluation and Selection Process

All proposals will be reviewed by a committee made up of City Staff. Preference will be given to proposals that can provide both residential and commercial/office real estate services.

A single Agent of Record will be identified and will be presented to the City Council at a future meeting. The Agent of Record and the City of Coquille will enter into a Personal Services Contract substantially in the form of the one attached to this RFP and labeled Attachment B upon Council approval.

9. Proposal Deadlines

One (1) original and four (4) copies of the proposal, sealed and clearly marked "Proposal for Real Estate Services" must be delivered to Chuck Dufner 851 N. Central, Coquille, OR 97423, no later than 5:00 pm on Thursday June 22, 2018.

10. Notice of Award and appeal process

After City Staff has made a recommendation a notice to each proposer will be issued. Any proposer wishing to appeal the recommendation shall appeal within 5 business days of the notice being sent.

ATTACHMENT A:

City of Coquille
REQUEST FOR PROPSAL

AGENT OF RECORD QUESTIONNAIRE

1. How many total years have you been in business?
2. Tell us about your experience in Commercial/Office land transactions?
3. How many years have you been licensed to sell real estate in the State of Oregon? Please describe your license type and disclose any restrictions.
4. What was your approximate annual volume in 2017? What was your approximate average annual volume over the last 10 years?
5. How many residential transactions have you completed in Coos County for each of the past 5 years.
6. From what location would the City of Coquille account be serviced? Will service be split between one or more locations?
7. How many times per year would the Agent of Record propose to call on the City of Coquille to update the City on activity pertaining to various properties and review marketing strategy?

ATTACHMENT B: Sample Contract

City of Coquille
851 N Central Blvd.
Coquille OR 97423
541-396-2115

CONTRACT FOR PERSONAL SERVICES

Contract Parties The City of Coquille (hereafter called City) and

_____ (hereafter called Consultant)

Effective Date August 16, 2018 expiration date August 16, 2019.

Schedule of Work

Jefferson School Subdivision Lots, Commercial property as designated by the City.

Address:

Voice:

Contact:

Title:

I the undersigned, agrees to perform the work outlined in the Contract in accordance with the terms and conditions listed on pages 2-5 and made part of this contract, and in accordance with the exhibit attached and made part of this contract. I, certify, under penalty of perjury, that I/my business is not in violation of any Oregon Tax Laws, and certify that I am an independent contractor as defined in ORS 670.600.

Contractors Signature

Date

City Manager

Date

URA MANAGER:

ATTACH SCOPE OF WORK EXHIBITS STANDARD CONTRACT PROVISIONS

1. Access to Records

The Consultant shall maintain, and the City of Coquille ("CITY") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the CITY.

2. Audits

(a) The CITY, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the CITY.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the CITY may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Funds

The CITY certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

5. Early Termination of Contract

(a) The CITY and the Consultant, by mutual writing, may terminate this Contract at any time.

(b) The CITY, on thirty (30) days written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion.

(c) Either the CITY or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the CITY shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the CITY, the CITY shall pay the Consultant as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the CITY due to a breach by the Consultant, the CITY shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination, all of the Consultant's work product will become and remain property of the CITY.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the CITY due to a breach by the Consultant, the CITY may complete the work either itself, by Contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining

unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the CITY the amount of the reasonable excess.

(b) The remedies provided to the CITY under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The CITY also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Contract by the CITY, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the CITY. Notwithstanding CITY approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall hold CITY harmless from and indemnify CITY for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, activities, or services in the course of performing this Contract.

11. Insurance

Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, the CITY, its Councilors, officers, agents, and employees. Unless modified by the CITY Manager, coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall name the CITY as an additional insured. Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Unless modified or waived by the CITY Manager, Consultant shall provide CITY with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability. All policies will provide for not less than thirty (30) days' written notice to the CITY before they may be canceled. Upon request, Consultant shall furnish the CITY certificates evidencing the date, amount, and type of insurance required by this contract.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract are the exclusive property of the CITY. The CITY shall not use these products for other projects outside the scope of this Contract without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With

Disabilities Act of 1990 (Pub. L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the CITY to enforce any provision of this Contract shall not constitute a waiver by the CITY of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon. Any trial will be to the court without a jury.

19. Amendments

The CITY and the Consultant may amend this Contract at any time only by written amendment executed by the CITY and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the CITY Board. If the original Contract did not require a Resolution, the CITY Manager, or City Engineer in certain instances, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in Resolution 2001-006. The City Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the CITY, including modifications to scope of service or time of performance.

20. License

Prior to beginning work under this Contract, the Consultant shall provide professional registration number in the space provided on page one of this Contract, if required by the CITY.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying labor or material to Consultant in its performance of the work under this Contract. Consultant will not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished to Consultant.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

a. List of Exhibits

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific

instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Miscellaneous Terms

- a. Consultant Identification. Consultant shall furnish to CITY Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- b. Duty to Inform. Consultant shall give prompt written notice to CITY if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by CITY. Any delay or failure on the part of CITY to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of CITY's rights.
- c. Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- d. Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors.
- e. Income Tax Withholding. In accordance with ORS 316.167, Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees.

[SIGNATURES ON COVER PAGE TO CONTRACT]