

Request for Proposals (RFP) for Real Estate Broker Services for the City of Jamestown, New York



Issue Date: July 7, 2020
Submission Due Date: August 6, 2020 by 4:00
p.m.

**City of Jamestown
200 East 3rd Street
Jamestown, New York 14701
Telephone (716) 483-7600
Zach Altschuler – Executive Assistant to the Mayor**

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Section 1 – Introduction

Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Jamestown, New York (hereinafter referred to as the “City”). The purpose of this RFP to establish an exclusive contract for the provision of Realtor services to the City to assist in the sale of certain City and its wholly-owned subsidiaries real property.

RFP Timeline

RFP issued on July 7, 2020

Questions due by July 17, 2020 4 p.m.

Question answers will be posted on July 24, 2020

Proposal Submission Due Date is August 6, 2020 at 4 p.m.

Expected Review of Proposals from August 6, 2020 through August 24, 2020

City Council Award on August 27, 2020 7:30 p.m.

Authority

RFP's must be submitted by persons authorized to commit the responding qualified Realtor Service to a procurement contract or agreement. By submitting your written proposal, you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

Costs for Proposal Preparation

Any costs incurred in preparing or submitting a proposal shall be the respondent's sole responsibility.

Disqualification of Proposals

The City reserves the right to consider, as acceptable, only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work.

It shall be the respondent's sole risk to assure delivery of the proposal to the City by the designated time. The City will not evaluate any proposals after the deadline specified in this RFP.

Upon Determining that such actions would be in the best interest of the City, the City in its sole discretion reserves the right to reject or refuse to consider any or all of the submitted proposals received in response to this RFP.

Proposals and Materials Submitted

All Realtor Services who choose to participate in the selection process or respond to the RFP agree that the City owns all rights related to the materials submitted in response to this RFP. Such materials will not be returned to the respondents and may be used by the City and its designees as may be in its best interest in any manner and in any media whatsoever.

Final Contract

The issuance of the RFP, the submission of a response by any Realtor Service, and the receipt of such response by the City does not obligate the City in any manner. The City shall not be responsible for work done, even in good faith, prior to execution of a final contract. Pending City Council authorization, the City will contract with successful Realtor Service for 1 year. The terms of this RFP will be honored for 1 year with the understanding that if the terms of the RFP are not being met, the contract may be terminated with 90 days' notice. The contract may be renewed at the sole discretion of the City for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the broker/firm and the City of Jamestown.

Inspection of Proposals

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. The City treats proposals as confidential until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. Information clearly marked as "Confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Fee Structure

The Fee Structure shall be submitted on the Proposed Realtor Services Rates Form.

The Proposed Fee should be structured as a percentage commission sought for the Realtor Services.

Estimated Business Volumes and Payer Distributions

The City specifically makes no representations or warranties regarding the number of properties for which Realtor Service will be needed by the City or its wholly-owned subsidiaries.

Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the it is immune from liability and suit for or from the Realtor Service activities involving third parties and arising from any contract resulting from this RFP.

Reservation of Rights

The City may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all response hereto, (v) extend the deadline for submission of proposals hereto, (vi) negotiate or hold discussions with any respondents and waive defects and allow corrects if deficient proposals that do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if the City deems it in its best interest to do so. The City may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in the preparation of the responses hereto or otherwise.

Section 2 – Scope of Work and Services

Background and Service Area Summary

The City of Jamestown is located in Western New York. It is approximately 9.1 square miles with a population of 29,215 (2018 Census estimate). It is located in Southern Chautauqua County which is 1500 square miles and with a population of 127,939 (2018 census estimate).

The City of Jamestown is situated between Lake Erie and Allegheny National Forest. This vibrant community serves as the center of a greater metropolitan area of more than 70,000 residents and a market area of nearly 175,000 people. Jamestown is the industrial, commercial, financial center of the metropolitan area and boasts a rich local history.

The City of Jamestown and its wholly-owned subsidiaries currently own a number of parcels of real property located within City limits, and may continue to obtain additional properties through a number of legal processes.

These properties include parcels zoned for Industrial, Commercial, and Residential purposes and include both vacant parcels and those containing structures of some sort.

At this time, the City and its wholly-owned subsidiaries are looking to sell some of these parcels, although a final list of properties to be sold has not yet been compiled.

Objectives

The City is seeking a Realtor Service to provide the City and its wholly-owned subsidiaries with assistance in selling City and subsidiary-owned real property. The City and its wholly-owned subsidiaries have, over time, acquired a number of parcels of real property within the City. These acquisitions occurred through various legal means, including tax foreclosure, among other processes. The City is currently undergoing an in-depth review of the parcels it owns in order to determine which parcels can be sold without detriment to City services and urban development plans.

The selected Realtor Service will be expected to contract with the City and its wholly-owned subsidiaries to provide the following services:

1. Assistance determining property valuation on the parcels to be sold;
2. Assist the City and its wholly-owned subsidiaries in developing a strategic plan for the marketing and sale of these properties, including a website for marketing of properties;
3. Perform market analysis
4. Provide the Development Director with periodic activity reports
5. Provide Broker's Opinions for all identified properties
6. Provide Marketing materials for selected properties to be listed
7. Negotiate with buyers on behalf of the City
8. Coordinate real estate appraisals
9. Coordinate real estate transaction closings
10. Handle all customary activities associated with the sale of real property, including the preparation of a Term Sheet for each parcel to be sold; and
11. Maintain regular contact with the Service's contact person at the City and its wholly-owned subsidiaries to provide regular progress reports.

Depending on circumstances, the selected Realtor Service may also be required to:

1. Present at public meetings; and
2. Consult with the City's Corporation Counsel on any real property deed restrictions that may be present on any of the properties to be sold.

Realtor Service Responsibilities

In all circumstances, all Realtor services shall be provided in keeping with all applicable Federal, State, and local laws and requirements.

Performance Requirements

The Realtor Service will faithfully pursue the marketing and sale of any properties the City and its wholly-owned subsidiaries wish to place on the market. Said Service will provide adequate personnel hours to meet the requirements set forth under the 'Objective' heading.

Required Meetings

The Realtor Service shall provide representatives to meet with City officials as may be requested, and in no case less than quarterly, for the purpose of providing status reports on the marketing and sale of properties listed by the City and its wholly-owned subsidiaries.

The Realtor Service agrees to accompany City officials to meetings which may affect the sale of properties listed by the City, if the need to attend such a meeting may arise.

Required Reports

The following reports shall be provided to the City and its wholly-owned subsidiaries on a monthly, quarterly, or annual basis, as specified:

- Progress Reports on Sale and Marketing
- Any reports required under Federal, State, or Local law relating to the sale of real property.

The City and its wholly-owned subsidiaries may ask for any other reports as it may deem necessary to ensure the success of the plan to market and sell City and its wholly-owned subsidiaries-owned real property.

Staffing Requirements and Employment Practices

Sufficient staffing levels shall be maintained to ensure the effective marketing and sale of City and its wholly-owned subsidiaries-owned properties, including sufficient staffing to meet the required actions described under the 'Objective' heading.

Vendors must maintain a social media policy for their employees. That policy must be submitted with this proposal.

Supplies Requirements

It is the Realtor Service's responsibility to provide supplies to perform the required actions set forth under the 'Objective' heading.

Section 3 - Proposal Format

Proposal Evaluation Criteria

The evaluation shall be based on the numerical rating set forth below. Factors not specified in the Request for Proposal shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document. The City will use a committee to evaluate the proposal(s). The evaluation committee may select a Realtor Service from these submissions, or conduct a second tier in-person interview with selected Realtor Service(s) from the initial offerings. In the event of a second stage, the selection committee will notify the selected Realtor Service(s) of interview dates and times. This notification shall include the interview evaluation criteria. Following the interview process, a recommendation will be made by the committee and they will bring the staff recommendation to the Jamestown City Council for review and consideration. Upon Council approval of a selected Realtor Service, a contract for service will be negotiated and executed.

Proposal Content Organization

Respondents shall organize their submissions in such a way as to follow the general evaluation criteria listed below:

A. Authority to Verify Credentials and Proposal Submission

Include a completed, signed and notarized Investigative Authorization Form (Attachment A) for the Realtor Service whose credentials are submitted for review and for owners, officers, and key personnel. If the Realtor Service is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the agreement or in the preparation of the proposal need to be submitted.

B. Table of Contents

C. Qualifications Criteria

1. Commission Structure (30 points)

a) This portion of the criteria will be judged solely on the competitiveness of the proposed pricing structure.

2. Experience, Qualifications, Key Personnel, and Resources (50 points)

a) Experience and Qualifications: In reviewing this criterion, the City will look at the Realtor Service's prior experience with real estate transactions similar to those the Service would be contracting with the City to perform and the effectiveness of the Service's proposed property transaction process as viewed through a municipal context. The Service's experience with Commercial Real Estate transactions will also be taken into account.

b) Key Personnel and Resources: In reviewing this criterion, the City will assess Realtor Service's personnel for their competence and experience for performing

real estate work and services, including, specifically, their experience with Commercial Real Estate Transactions.

BROKER'S QUALIFICATIONS – Respondents to this RFP shall have the following qualifications:

1. Must be licensed and in good standing with the State of New York
2. Must have an excellent reputation in the real estate community.
3. Must be knowledgeable in the local real estate market and have experience with small and large commercial properties.
4. Must be knowledgeable in the use of all public real estate records.
5. Work with other local municipalities is highly recommended although not required.

3. Local Ties and Knowledge (20 points)

- a) This portion of the criteria will be judged based on the Realtor Service's ties to the City, including, but not limited to, the breadth of their real estate dealings within the City, their expressed knowledge of the City's real estate climate, and the ties of those personnel to be assigned to the project with the City itself.

Section 4 - Submittal Instructions

Deadline for Written Questions Relating to the RFP

The deadline for written questions is July 17, 2020 at 4:00 P.M. Please send questions to Zach Altschuler by email at altschuler@jamestownny.gov.

Submittal Instructions

Bidders shall submit their written proposals by August 6, 2020 at 4:00 P.M. either sent to Zach Altschuler by email (PDF Format) or sent to the Office of the Mayor of the City of Jamestown, 4th Floor, 200 East Third Street, Jamestown, NY, 14701. If sending the proposal by mail, the proposal must be stamped into the Clerk's Office by the due date and time or it will not be accepted.

After the deadline and upon request, a representative of the City will have available the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract. Any proposal received after this date and time shall be rejected. Incomplete information will be viewed as non-responsive.

Proposals submitted by mail shall be mailed or delivered to:

RFP Title: Real Estate Broker Services
Due Date: August 6, 2020

Office of the Mayor
ATTN: Zach Altschuler, Executive Assistant to the Mayor
Jamestown City Hall, 4th Floor
200 East Third Street
Jamestown, NY 14701

Proposals submitted by mail should be in a sealed envelope marked:

Firm Name, Address, and Phone Number

“Realtor Service”

“RFP Due Date:

Proposals submitted by email in the email body shall include:

Firm Name, Address, Email Address, and Phone Number, “RFP Due Date:
Sent under Subject “Realtor Service”

The City of Jamestown appreciates your time associated with providing a proposal
and looks forward to working with you in the near future.

Appendix 1

Insurance Requirements

City of Jamestown
200 E. Third Street, Jamestown, New York 14701
REALTOR SERVICE Insurance Requirements

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Realtor Service, herein referred to as the Provider, hereby agrees to effectuate the naming of the City of Jamestown, herein referred to as the Municipality, as an additional insured on the Realtor Service Provider's insurance policies, with the exception of Volunteer Fireman's Benefits, N.Y. State Disability and professional liability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming the Municipality as an additional insured shall:
 - a. Purchase an insurance policy from an A.M. Best rated "Secure" insurer, licensed to do business in New York State. A New York State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. The certificate of insurance must state that the Provider's coverage shall be primary and noncontributory coverage for the Municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.
 - d. At the Municipality's request, the Provider shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If so requested, the consultant will provide a copy of the policy endorsements and forms.
3. The Provider agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions. To the fullest extent permitted by law, the Provider agrees to defend, indemnify and hold harmless The City of Jamestown, it's officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner for acts, omissions, breach or default of the Provider, in connection with performance of any work by the Provider, it's officers, directors, agents, and employees.
4. Required Insurance:
 - a. **Commercial General Liability Insurance**
 - i. Bodily Injury & Property Damage:

1. \$1,000,000 per occurrence/ \$2,000,000 aggregate
- b. **Automobile Liability**
 - i. Bodily Injury & Property Damage
 1. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
- c. **Personal Injury and Advertising Liability:**
 1. \$1,000,000 per occurrence/\$2,000,000 aggregate
 - ii. Contractual Liability with no non-standard exclusions
 - iii. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - iv. The Municipality shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - v. Waiver of Subrogation
 - vi. Policies must include a 30 Day Prior Written Notice to The City of Jamestown in the event of cancellation or non-renewal
- d. **N.Y.S. Disability**

Statutory N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the DB120.1 form for NYS Disability Benefits. ACORD certificates are not acceptable.
- e. **Professional Liability Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Provider performed under the contract for the Municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If this coverage is provided in the General Liability proof of coverage must be indicated on the certificate of insurance.
5. Provider acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract. The Provider is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of services. The failure of the Municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipality.

Appendix 2

Posting Info

City of Jamestown, New York
Request for Proposals
Real Estate Broker Services (EMS)
Issue Date: July 7, 2020

Proposals for Real Estate Broker Services for the City of Jamestown will be received at the Office of the Mayor, Jamestown City Hall, 200 East Third Street, Jamestown, New York, until 4:00 p.m. on August 6, 2020. Each proposal must be prepared and submitted in accordance with the requirements outlined in the RFP.

The RFP may be obtained through the City of Jamestown's website at
<http://www.jamestownny.gov/>.

The City reserves the right to reject any and all proposals, waive any informalities, or award the contract in the best interest of the City of Jamestown or its wholly-owned subsidiaries.

Investigation Authorization- Company

The undersigned organization, a prospective proposer to provide realtor services for the City of Jamestown, recognizes that the sale of City and its wholly-owned subsidiaries property require the assurance of a reputable real estate broker. That assurance will require inquiry into aspects of company operations deemed relevant by the City of Jamestown, or its agents. The company specifically agrees that the City of Jamestown or its agents may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the City of Jamestown's selection decision.
2. The company's current business practices, including employee compensation and benefits arrangements, pricing practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company's services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/ or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

This authorization shall expire one year from the date of signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:

Company Name

Date

By: Signature (authorized representative)

Name & Title Printed

State of: _____

County of: _____

On this _____ day of _____ 2020 before me, the undersigned, a Notary Public in and for the said County and State, personally appears

To me known to be the person described herein and who executed the foregoing statement, and acknowledged that s/he executed the same as her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Fee Proposal Form – Realtor Service Fee Schedule

The proposed fee schedule shall include the following items:

- 1. State your commission rate for the selling of properties.**
- 2. State any other costs the City may anticipate relating to the real estate services to be provided.**

Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges (i.e. charges to perform any of the identified skills) or routine charges (i.e. infection control charge) in the blanks provided. The total shall reflect all specific and routine charges that a patient would be billed.

Commission Fee	%
Additional Related Costs	

NON-COLLUSIVE BIDDING CERTIFICATION

Required by Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - [3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

**Subscribed to under penalty of perjury under the laws of the State of New York, this ___ day
of _____, 20___ as the act and deed of said corporation of partnership.**

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAME OF PARTNERS OR PRINCIPALS **LEGAL RESIDENCE**

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ **Title:** _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation Legal name of person, firm or corporation

By _____ By _____
(Name) (Name)

Title Title

Street Address Street Address