



REQUEST FOR QUALIFICATIONS

FOR BROKERAGE AND MARKETING SERVICES FOR THE CITY OF RACINE REDEVELOPMENT AUTHORITY RACINE, WISCONSIN

INTRODUCTION

The Redevelopment Authority (RDA) for the City of Racine is seeking proposals from real estate brokers/firms specializing in commercial real estate to provide brokerage and marketing services for various properties owned and to be owned in the future by the RDA. It is the intent of this Request for Proposal (RFP) to have the successful broker/firm, enter into a Professional Services Contract with the RDA to supply real estate services as outlined herein.

The contract will be an agreement in which consultants work on an as-needed basis, and the RDA will not guarantee the selected consultant a minimum number of projects per year, or throughout the term of the contract. The term of the contract will be effective for a period of one year with renewable options up to three additional one year terms. The contract may be terminated by either party with 60 days prior notice. Disadvantaged business, minority business, and or women owned business enterprises are encouraged to apply.

SCOPE OF SERVICES

The successful firm shall agree to contract with the RDA to provide a minimum of the following:

1. Develop strategies for sale and development of the RDA properties

2. Develop marketing materials to advertise the properties for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the RDA on an agreed upon frequency
3. Advise on strategies to promote and sell the properties. Public presentations may be required
4. Participate in site tours of the properties
5. Analyze offers from potential buyers and advise with respect to negotiations
6. Represent the RDA in negotiations with a prospective buyer from the time of offer until closing
7. Coordinate real estate transaction closings
8. Handle all other customary activities and services associated with real estate transactions

SELECTION CRITERIA

Responses will be evaluated on a 100 point scale based on the following criteria:

Ability to meet or exceed the scope of services defined in the RFP - 40%

Experience, qualifications, references - 20%

Knowledge of region/regional reputation, local presence/experience - 10%

Fee schedule - 30%

RESPONSE DEADLINE & PROJECT TIMELINE

Firms interested in providing a "Statement of Qualifications" for this project must respond by 10:00 AM Central Time on October 25, 2016.

All questions related to the RFQ must be directed to Kathryn Kasper prior to October 11, 2016. Statement of Qualifications must be emailed in PDF file format to:

ATTN: RFQ – Brokerage Services
C/O Kathryn Kasper
City of Racine Purchasing Department
730 Washington Avenue
Racine, WI 53403
Office (262)636-9143 - Fax (262)636-9100
Direct E-mail: kathryn.kasper@cityofracine.org

It is intended that the firm will be selected in November and the RDA will develop a scope of work with specific deliverables in the following weeks and have a contract executed with the selected vendor soon thereafter. Proposals received after the deadline will not be considered.

STATEMENT OF QUALIFICATIONS

The following information is required and must accompany your proposal:

1. **COVER LETTER:** Provide a cover letter indicating your interest in serving as the City's real estate agent/firm for the RDA.
2. **BACKGROUND INFORMATION:** List years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.
3. **EXPERIENCE SUMMARY:** Describe your firm's pertinent real estate experience (minimum five years of personal commercial real estate experience with proven effectiveness).
4. **LOCAL EXPERIENCE:** Describe your connection to the RDA and the long term vision and goals for the community.
5. **EXAMPLES OF WORK:** Provide no more than three examples of similar work.
6. **MARKETING METHODS:** Describe the methods of identifying target user groups, a description of the marketing materials and your strategy for presenting the properties to a regional and national marketplace (when appropriate).
7. **ADDITIONAL SERVICES:** Describe additional relevant/unique services offered through your firm and how you would apply them to the RDA.
8. **FEE SCHEDULE:**
 - A. State your commission rate for listing and selling of properties.
 - B. State your proposed method of compensation for representing the RDA in negotiations for purchasing properties.
 - C. State any other costs the RDA should anticipate relating to the real estate services to be provided.
 - D. State any required 'carry-over compensation' for your firm—meaning, compensation after real estate service agreement expires.
9. **REFERENCES:** Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.

SPECIAL NOTES

RDA shall not be liable for any costs incurred by respondents to this RFQ or for any costs associated with discussions required for clarification of items relating to this RFQ.

RDA reserves the right to revise or amend the RFQ in response to a need for further clarification, specification and/or requirement changes including new opening date prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFQ. Copies of any such addenda will be furnished to all known RFQ

holders. Failure to acknowledge an amendment may result in rejection of the Statement of Qualifications.

The RDA reserves the right to reject any and all proposals. The RDA reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the RDA may negotiate a contract with the next highest scoring proposer.

Some or all of the work performed under the contract may be subject to federal/and or state contractual and crosscutting provisions. The RDA hereby notifies the respondents that a successful award may be contingent upon the agreement and ability of the selected respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act), and DBE utilization.

CONFLICT OF INTEREST: In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the RDA. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the City of Racine.

GOOD STANDING: Your firm must be in compliance with Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status.

INSURANCE & INDEMNIFICATION

Indemnification:

The following indemnification clause will be required to be included in any contract resulting from this RFQ:

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, RDA, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, RDA Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, RDA or its elected and appointed officials, officers,

employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, RDA, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, RDA its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, RDA its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, RDA its elected and appointed officials, officers, employees or authorized representatives or volunteers.

1. Insurance Requirements:

The following clause regarding insurance will be required to be included in any contract resulting from this RFQ:

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine, RDA) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000)for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, RDA its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, RDA; its elected and appointed officials, officers, employees or authorized representatives or volunteers.

3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, RDA, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, RDA, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.

4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, RDA its elected and appointed officials, officers, employees or authorized representatives or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine, RDA.

7. Such liability insurance shall indemnify the City of Racine, RDA its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, RDA and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine, RDA. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine, RDA a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine, RDA of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.