

THE REDEVELOPMENT AUTHORITY OF THE CITY OF YORK (RDA)
REQUEST FOR PROPOSALS (RFP)
REAL ESTATE AND BROKERAGE SERVICES

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN: **APRIL 5, 2018 AT 4:00PM**
PROPOSALS RECEIVED LATE WILL NOT BE CONSIDERED.

Direct all replies to: Deborah Painter
Redevelopment Authority of the City of York
101 South George Street
P.O. Box 509, York, PA 17405

INTRODUCTION

The Redevelopment Authority of the City of York (RDA) is a municipal Authority aimed at the eradication of slum and blight in the city of York. The official mission of the RDA is to create conditions encouraging city-wide development through; Project management and public-private partnerships, Property planning, acquisitions, marketing and agreements, Performance-based incentives and loans. and Small business counseling and training. The Authority through its mission has acquired and holds title to 273 parcels within the municipal boundaries. These parcels consist of primarily vacant land, but also has industrial, commercial and residential properties. On occasions the Authority is also engaged in transactions for land easements and leases, and license agreements

BACKGROUND

The Redevelopment Authority of the City of York is seeking proposals from Pennsylvania Licensed real estate brokerages specializing in commercial, industrial, or residential real estate to provide sales and marketing services for various properties owned, and to be owned in the future. 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. For the term of the contract, the RDA will guarantee exclusivity in representing all properties we own or will own in the future.

TERM

The term of the contract will be generally effective for a period of one year with renewable assorted options. The brokerage must provide 60 days' notice in writing advising RDA of intent to renew the contract. All open transactions will become null and void once term expires. The contract may be terminated by either party with 60 days prior notice. Small and Diverse Business Enterprises are strongly encouraged to apply under the municipal ordinance Article 136.

SCOPE OF SERVICES

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

- Develop strategies for acquisition and disposition of the RDA properties;
- Provide real estate market value assessments and reports;
- Provide general, commercial, industrial and/ or residential consulting services;
- Attend RDA Board Meetings, and Committee meetings as needed;
- 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 at RDA board meetings;
- Advise on strategies to promote and sell the properties. Public presentations may be required;
- Participate in site tours of the properties;
- Analyze offers from potential buyers and advise with respect to negotiations;
- Represent the RDA in negotiations with a prospective buyer from the time of offer until closing;
- Coordinate real estate transaction closings with legal counsel;

- Coordinate with City staff to develop minimum requirements for code compliancy for properties being sold;
- Handle all other customary activities and services associated with real estate transactions;
- Firm may also be asked to negotiate and enter into leases, license and easements agreements on behalf of the Authority

MINIMUM REQUIREMENTS

- a minimum of five (5) years' experience in real estate acquisitions and dispositions
- at least three (3) years' experience working with a municipality
- minimum of five (5) years' experience providing local commercial real estate land valuation and advisory services, local market research and strategic consulting
- minimum of five (5) years' experience working with industrial and residential properties
- knowledge of local commercial real estate rules, regulations and market
- a minimum of five (5) years' experience providing lease compliance and administration services

LICENSING

The Proposer will be authorized to do business in the Commonwealth of Pennsylvania and comply with all pertinent local, state and federal requirements, codes and regulations.

PROPOSALS

The following information is required and must accompany your proposal:

- I. **Cover Letter**
Provide a cover letter indicating your interest in serving as a real estate broker for the RDA.
- II. **Experience Summary 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 bio or resume for each key person listed. Describe your firm's pertinent real estate experience including any experience with redevelopment authorities , governmental entities or municipalities (minimum five years of personal commercial, industrial, or residential real estate experience with proven effectiveness).
- III. **Local Experience**
Describe your connections and work in the York market and the long-term vision and goals for the community.
- IV. **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).
- V. **Additional Services**

Describe additional relevant/unique services offered through your firm and how you would apply them to the RDA. For example: Financial modeling; GIS and mapping capabilities; “As-built” drawings; renderings or illustrations; market data and research; and retail prospecting information.

VI. 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.
- e. List marketing budget

VII. References

Provide at least three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.

SELECTION CRITERIA

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

- Experience, qualifications, references, ability to meet or exceed the scope of services defined in the RFP - 30%
- Fee schedule - 30%
- Knowledge of region/regional reputation, local presence/experience - 28%
- Article 136- Small & Disadvantaged Business Ordinance not to exceed - 12%

RESPONSE DEADLINE & PROJECT TIMELINE

All questions related to the RFP must be in writing directed to Deb Painter. Direct e-mail: dpainter@yorkcity.org

Firms interested in providing proposals for this project must respond with sealed proposals, one original, and two copies, marked REAL ESTATE AND BROKERAGE SERVICES. All proposals must be received prior to 4:00PM on April 5, 2018 to: Deb Painter of the Redevelopment Authority of the City of York, 101 South George Street, York PA 17401.

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

SPECIAL NOTES

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in

connection with the performance of its obligations under the contract, shall be the sole and exclusive property of the RDA. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with RDA. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of RDA.

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

RDA reserves the right to revise or amend the RFP 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 RFP. Copies of any such addenda will be furnished to all known RFP holders. Failure to acknowledge an amendment may result in rejection of the proposal.

The RDA reserves the right to reject 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 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.

INSURANCE

Proposer shall procure and maintain, at its sole cost and expense, insurance with coverage limits of not less than stipulated below. The Redevelopment Authority of the City of York, and the City of York and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer's policies affording Additional Insured status will be primary to any other coverage available to the Redevelopment Authority of the City of York and the City of York their respective officers, employees, directors, boards, commissions and agents, and any insurance maintained by RDA will be excess and non-contributory. No act or omission of the Redevelopment Authority of the City of York, and/or the City of York and their respective officers, employees, directors, boards, commissions and agents shall invalidate the coverage.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY. Workers' Compensation Insurance, as required by statute. Employers' Liability coverage is to be carried with minimum limits of \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease-each employee.

GENERAL LIABILITY INSURANCE. Commercial General Liability is required with limits of not less than \$1,000,000 for Bodily Injury and Property Damage Each Occurrence; \$2,000,000 General Aggregate; \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000

Personal/Advertising Injury. The policy shall also cover liability arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and Personal Injury (including, but not limited to, coverage for defamation, malicious prosecution and slander). Products/Completed Operations must be included. ISO Contractual Liability Limitation Endorsement #CG21391093 shall not apply to this Agreement. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the Proposer or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer has been included as an Additional Insured. Redevelopment Authority of the City of York and the City of York and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

AUTOMOBILE LIABILITY INSURANCE. Business Automobile Liability covering all owned, non-owned and hired autos is required with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. Redevelopment Authority of the City of York and the City of York – Request for Proposals Commercial Real Estate Buyer's Representative Services, Real Estate Rental and Property Value Market Assessment Services and General Commercial Real Estate Consulting Services Page 10 of 36 their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

EXCESS/UMBRELLA LIABILITY INSURANCE. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$2,000,000 in any one claim or occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions coverage as outlined below. Redevelopment Authority of the City of York and the City of York and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS COVERAGE. Evidence of Professional Liability/ Errors & Omissions Liability Insurance must also be provided with limits of not less than \$2,000,000 Per Occurrence/Aggregate or Per Claim or Loss/Aggregate with a deductible not to exceed \$100,000. Errors & Omissions Insurance shall be applicable to any occurrence arising out of the performance of services pursuant to any statement of work between the parties and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement and, if applicable, software development services and computer or electronic information technology services. Under an occurrence form, coverage required shall be maintained in full force and effect under the policy during the contract period. Under a claim made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years. This insurance shall be primary with respect to any other insurance or self-insurance programs afforded the Proposer.

ADDITIONAL PROVISIONS Certificates of Insurance evidencing all required coverage shall be filed with the Redevelopment Authority of the City of York prior to the commencement of work.

All certificates and policies shall contain a provision that coverage afforded will not be canceled or materially altered until at least thirty (30) days after prior written notice has been given to the Redevelopment Authority of the City of York. It shall be the responsibility of the contractor to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein, except to the extent that the Redevelopment Authority of the City of York may agree to lower limits on a case by case basis depending on the nature of the subcontractor's work. Subcontractor must forward proper evidence of this compliance to Redevelopment Authority of the City of York prior to the inception of any work. Renewal certificates and policies, as required, shall be forwarded to Redevelopment Authority of the City of York for as long as contractor performs the work as specified in the contract.

CONFIDENTIALITY

Proposer must agree to keep confidential all information concerning the plans, operations or activities of RDA which may be divulged by RDA or ascertained by Proposer during performing services under any contract with RDA. In the event Proposer is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Proposer shall, upon notice of such required disclosure and prior to disclosure, immediately notify RDA and allow RDA the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Proposer shall exhaust all legal means to prevent disclosure.

CONFLICT OF INTEREST

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 City of York and the RDA. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the RDA.

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.

NON-DISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Contractor.

4. There shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed, and remedies invoked as provided by the Contract Compliance Regulations.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, based on the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Redevelopment Authority of the City of York through contracts with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Redevelopment Authority of the City of York from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Redevelopment Authority of the City of York because of the Contractor's failure to comply with the provisions of paragraph 1, above.

SMALL DIVERSE BUSINESS PARTICIPATION

The Redevelopment Authority of the City of York encourages participation by small diverse businesses as prime contractors and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a certified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this initiative can be directed to:

Mrs. Deborah Painter
City of York Administrative Offices
101 South George Street, P.O. Box 509
York, PA 17405
Email: dpainter@yorkcity.org

[SIGNATURE SHEET TO FOLLOW]

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP FOR REAL ESTATE AND BROKERAGE SERVICES FOR THE RDA

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Redevelopment Authority of the City of York, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Redevelopment Authority of the City of York, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Redevelopment Authority of the City of York.

I hereby certify that I am authorized to sign as a Representative of the Firm:

Complete Legal Name of Firm: _____

Order of Address: _____

Remit to Address: _____

Fed ID No.: _____

Name (type/print): _____

Title: _____

Signature: _____

Telephone: () _____ Fax No.:() _____

Email: _____

Date: _____

