



*Office of the City Manager
Amanda C. Jarratt*

REQUEST FOR PROPOSAL FOR REAL ESTATE MARKETING AND BROKERAGE SERVICES

The City of Franklin is seeking a real estate firm specializing in residential real estate to provide brokerage and marketing services for property owned by the City of Franklin located at 221 Homestead Road. It is the intent of this RFP to have the successful broker/firm enter into a contract with the City of Franklin to supply real estate services as outlined herein. The property consists of 2.215 acres of land located at 221 Homestead Road, Franklin, Virginia 23851. The property is listed in the Virginia Landmarks Register and the National Register of Historic Places. The property is subject to an easement in perpetuity granted to the Commonwealth of Virginia, Virginia Board of Historic Resources, for the purposes of preserving the historic and architectural features of the house. The firm is expected to meet the objective of the City of Franklin to sell the property to the matters listed above and more fully described in the deed recorded in Southampton County Circuit Court Clerk's Office as Instrument # 040003722.

Request for Proposals

To be considered, one signed original and four (4) copies of the proposal must be received by Tracy Spence, Interim Director of Finance at 207 W. Second Avenue Franklin, Virginia 23851 by 4:00 p.m. on Thursday June 13, 2019; clearly marked on the outside "Proposal – Real Estate Brokerage Services". Proposals received after 2:00 p.m. on Thursday June 13, 2019 will not be considered. The City is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to ensure that its proposal reaches the City Finance Office by the designated date and hour. The official time used in the receipt of proposals is that time written or stamped by the City.

All requests for interpretation of specifications shall be by written request, sent via email to tspence@franklinva.com. Any changes, if any, to this proposal document will be issued as addenda, and will be posted to the City's website located at: www.franklinva.com no later than Thursday, June 6, 2019. It is the responsibility of the Offeror to ensure that any issued addenda as posted on the website are taken into consideration. All such addenda will become part of the contract and all Offerors will be bound by such addenda, whether or not received by the Offeror.

The City of Franklin reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the City of Franklin.

1. SOLICITATION

SCOPE OF SERVICES

The contractor, under the direction of the City, shall perform in a satisfactory and proper manner all the necessary services required under this solicitation to provide Real Estate Brokerage and transaction management services on behalf of the City including, but not limited to, the following services:

General

1. Work as an independent contractor and shall be responsible for the marketing and sales of real estate owned by the City located at 221 Homestead Road, Franklin, Va.
2. Provide a detailed and comprehensive description of all services that the selected firm will provide if it enters into a contract pursuant to this RFP.
3. Submit recommendations that may impact disposition of real property.
4. Not take any action that will bind or purport the City with respect to any real estate activity.
5. Acknowledge that it will not receive any commission payments until the City authorizes the ultimate disposition of property.
6. Coordinate with the City Attorney's office on real estate transaction closings.

Marketing

Develop and implement a Marketing Plan that includes strategies for the sale of the subject property. The Plan should include an explanation of the marketing and advertising methodology and time line the firm will follow to fulfill the requirements of the scope.

1. Market and advertise the property.
2. List the property on the Multiple Listing Service (MLS).
3. Show the property to potential buyers.
4. Establish a marketing strategy that includes types of advertising that is customarily associated with similar real estate. Costs associated with all forms of marketing utilized by the firm shall be the responsibility of the firm.

Negotiations

1. Advise the City on negotiation approaches to the sale of property.
2. Provide transaction negotiation and document review support for property disposition.

Reporting

The contractor must provide the following reports to the City and maintain the following documentation during the term of the contract:

1. A monthly summary detailing related sales and marketing activities on the subject property.
2. An on-going and complete file on the property for the term of the contract.
3. Presentations at public meetings may be required.
4. A detailed analysis of the target market ~~that is relative to the property~~ and how the market will be attracted through a marketing campaign.

Licensure and Experience Qualifications

Proposals should show that the submitting individual/firm meets the licensure and experience qualifications outlined below:

1. Must be licensed as a Brokerage firm and provide a copy of Real Estate Agent license through the Virginia Department of Professional and Occupational Regulations;
2. Must have at least five (5) years of full time real estate sales experience;
3. Experience acquiring, developing and selling real estate in the City of Franklin area;
4. Experience with Federal and State Historic Tax Credit programs and processes; and
5. Experience with and access to local, national and international marketing and listing services.
6. Provide blank copies of any listing agreements or brokerage contracts the offeror would expect the City to sign.

Please attach a copy of the firm's license and insurance certificate.

(Note: This is a YES or NO criterion: If the answer is NO, the firm may be disqualified, not point-scored).

2. INSURANCE REQUIREMENTS

The qualification package must include evidence of the Offeror's ability to provide Professional Worker's Compensation Insurance (or evidence that Offeror is not required to provide such insurance under applicable law), Public Liability and Property Insurance coverage. Such insurance shall be procured from a company licensed to do business in the Commonwealth of Virginia and maintained for the entire duration of the proposed contract. Deductible levels shall not exceed \$1,000 per occurrence on any policy. Proof that these requirements can be met must be provided prior to award.

All policies must be in amounts acceptable to the City. Upon Notice of Award, the

City must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to the City at least thirty (30) days before the effective date of such cancellation. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to raise, waive or reduce the limits of any insurance coverage, including deductibles, required under this Request for Qualifications, or to otherwise modify insurance requirements as it deems appropriate.

3. EVALUATION CRITERIA

Selection of a firm to render services pursuant to this RFP will be made in accordance with the Evaluation Criteria outlined below. All responsive qualification packages received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel. The City will select Offerors whose qualifications are most advantageous to the City.

Technical Evaluation Criteria

EVALUATION CRITERIA	POINT VALUE
Proven ability to successfully acquire, develop and sell real estate	30 points
Scope and quality of the services	30 points
Financial and business terms, and proposed commission rate	25 points
Thorough, relevant and organized responsiveness to RFP	15 points
Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia and maintain professional liability insurance	YES/NO
TOTAL POINTS AVAILABLE	100 points

a. Proven ability to successfully ~~acquire, develop and sell~~ real estate. (30 Points)

This criterion considers the Experience of both the firm(s) and the individual(s) proposed to be assigned to the Project in successfully developing, marketing, and selling residential real estate of a historical nature.

Attach a list of all projects, giving address, size, dollar value, completion dates for each property that your organization has completed in the last five years having historical characteristics similar in nature to the subject property.

b. Scope and quality of the services. (30 Points)

This criterion considers the extent to which the proposed services meet the City's objectives, targets and defined Scope; Distinctiveness and overall

quality of the Proposal.

c. Financial and business terms, and proposed commission rate
(25 Points)

This criterion considers the Offerors proposed commission rate, nature and level of services; the appropriateness of other conditions or limitations incorporated in the proposal; the attractiveness of the offer; the benefit to the City financially.

d. Thorough, relevant and organized responsiveness to RFP
(15 Points)

This criterion considers the thoroughness and quality of proposal, including completeness of response to RFP

e. Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia and maintains liability, property, workmen's compensation and automobile insurance.

4. PROPOSAL EVALUATION AND SELECTION PROCESS

General

All responsive proposal packages received by the City within the established deadline that meet the submission requirements will be evaluated by a RFP Evaluation Panel.

Proposal Evaluation

Qualification packages will be forwarded to the RFP Evaluation Panel. Each such proposal package will be evaluated by the RFP Evaluation Panel using the selection criteria set forth in Section 4 of this RFP and scored on the basis of the information contained in the proposal package. Factors not specified in the RFP may not be considered. The sum of the points assigned to each proposal package by an individual panel member shall be averaged with all the panel members' scores for each Offeror and these numbers shall be the "Final Score" for each Offeror.

5. CONTRACTOR RESPONSIBILITY REVIEW

Selection

The City shall select one or more responsible contractors who have the ability to perform successfully under the terms and conditions of this Request for Proposals. The City's determination of contractor responsibility may include, but not be limited to consideration of the following:

- Compliance with public policy, including compliance with State and local laws, regulations, codes and ordinances;
- Record of past performance and ability to maintain commitments for the duration of the contract;
- Financial, staff, organizational and technical resources (including computer

- and technical equipment); and
- Eligibility for award of a federally assisted contract (e.g, debarment).

Assessment

In assessing the Offeror's responsibility, the City may request the Offeror(s) being considered for award to submit additional information, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Offeror to provide such additional information within the time requested by the City may render the Offeror ineligible for award.

6. AWARD CRITERIA

Following the evaluation of proposals, the City will compose a list of highest-rated, responsible Offerors to determine the competitive range. The City shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews or oral presentations shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the City shall request the two or more fully qualified, responsible and suitable Offerors in the competitive range to submit their Best and Final Offer. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

In negotiations regarding the terms of the contract, the City has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the City to indemnify them in any resulting contract.

The City may: (a) reject any and all proposal packages received; (b) waive any minor irregularities or technicalities in the proposal packages received; (c) make a single or multiple awards under this RFP; (d) amend this solicitation as permitted by applicable law; or (e) cancel this solicitation in its entirety or any portion thereof.

7. CONFLICT OF INTEREST

The Offeror warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict

of interest is defined as a situation in which the nature of work under this contract and the Offeror's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage.
2. The Offeror's objectivity in performing the project may be impaired. In the event the Offeror has an organizational conflict of interest as defined herein, the Offeror shall disclose such conflict of interest fully in the proposal submission.
3. The Offeror agrees that if after award he or she discovers an organizational conflict of interest with respect to this project, he or she shall make an immediate and full disclosure in writing to the City which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The City may, however, disqualify the Offeror if it is in its best interest.
4. The City reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

8. DRUG-FREE WORKPLACE

During the performance of this Contract, the Offeror agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub consultant or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

9. EMPLOYMENT DISCRIMINATION PROHIBITED

- A. During the performance of this Contract, the Offeror agrees as follows:
 1. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification

reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Offeror will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub consultant or vendor.