

City of Prineville
Request For Proposals
Real Estate Agent of Record

The City of Prineville invites applications from licensed agents or brokers to act as “Real Estate Agent of Record” to provide support to the City in the areas of property bonding, liability, employee benefits, and other risk management issues. The City invites qualified individuals or firms to submit proposals based upon the scope of work contained in the RFP.

SEALED PROPOSALS, in writing, will be received by the City of Prineville, c/o Cindy MacDonald, Sr. Administrative Assistant, 387 NE Third Street, Prineville, OR 97754, until 2:00 p.m., Thursday May 22, 2008. Facsimile proposals will not be accepted. Late proposals will be returned to the applicant unopened.

ORS 279.025 provides that the public contracting agency may reject any proposal not in compliance with all prescribed public bidding procedures and requirements. The City of Prineville may cancel the procurement or reject any and all proposals in accordance with ORS 279 B. 100.

The City of Prineville’s programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, martial status, sexual orientation, source of income, physical or mental disability, or political affiliation.

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REAL ESTATE BROKER/AGENT OF RECORD

REQUEST FOR PROPOSAL

May 22, 2008

CITY OF PRINEVILLE, OREGON
REAL ESTATE BROKER/AGENT OF RECORD
REQUEST FOR PROPOSAL

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CITY OF PRINEVILLE, OREGON
REAL ESTATE BROKER/AGENT OF RECORD REQUEST FOR PROPOSAL
GENERAL INSTRUCTIONS TO PROPOSERS

Sealed Requests for Proposal will be received at the City of Prineville, City Hall, 387 N.E. Third Street, Prineville, OR 97754, 2:00 P.M., Thursday, May 22, 2008, at which time all Requests for Proposals for the Real Estate Broker/Agent of Record.

Any proposal received after the hour and date specified will not be considered and will be returned unopened. There may be no modification or withdrawal of a proposal once it has been opened.

Each proposal must be typed and must be signed manually by an authorized representative. One copy of each proposal shall be submitted and shall be placed in a sealed envelope and clearly marked "Real Estate Broker/Agent of Record Proposal". Said envelope shall contain the name and address of the proposer, and be addressed and mailed, or delivered, to Robb Corbett City Manager, City of Prineville, Oregon 97754.

It is herein understood that the Brokerage will be employed by the City of Prineville for the services of a particular agent to provide the specific services addressed in this RFP. The term "Broker/Agent" will be used to identify this arrangement.

The City of Prineville may reject any proposal not in compliance with all prescribed procedure and requirements, and may reject for good cause any or all proposals upon a finding by the City of Prineville that it is in the public interest to do so. Minor irregularities may be waived by the City of Prineville.

Any questions should be directed to Robb Corbett, City Manger, City of Prineville at (541) 447-5627. Written responses will be available to all interested parties.

REAL ESTATE BROKER/AGENT OF RECORD

REQUEST FOR PROPOSAL

- 1.1 City of Prineville, Oregon is seeking the services of a Broker/Agent to assist in the City's purchasing, marketing and sales of real property owned or to be owned by the City.
- 1.2 City of Prineville is located in Central Oregon. The City currently has properties for sale and is in the need to acquire additional properties, and needs a Brokerage to assist in the sale and/or purchase of certain properties.

2.0 PROPERTY

City owned properties are currently located in various locations in the City, and there are certain properties that need to be purchased for public purposes by the City.

3.0 AGENCY

The Broker/Agent shall address compliance with SBI097 (disclosure of agency status) (ORS 696.800 et seq.). The Broker/Agent shall disclose the types of agency relationships recognized by their brokerage policy, to conform to State Broker/Agent policies, and how the City can expect implementation.

4.0 SCOPE OF PROPOSAL

The selected Broker/Agent will provide support to the City in the areas of real estate sales and purchases.

- 4.1 **Supervision.** The Broker/Agent shall work under the supervision of the City, the City being the land owner and client, and shall work closely with the City Manager, Finance Department, Planning & Community Development Department, Public Works Department, City Recorder and the City's legal counsel. The Broker/Agent is an independent contractor and shall be responsible for the purchasing, marketing and sales of real estate owned or to be acquired by the City.
- 4.2 **Authority Exercised.** The Broker/Agent shall communicate and negotiate with Sellers, Purchasers and agents of Purchasers in these real estate transactions on behalf of the City, including providing City information pertinent to property held by the City.
- 4.3 **Typical Duties.** The Broker/Agent will be required to assist with the purchase and sales of real property by:
 - A. Providing advice on pricing of properties for sale or purchase.

3- REQUEST FOR PROPOSAL

- B. Advertising, at Broker/Agent's expense, properties in media appropriate for marketing of such properties. In some instances additional advertising may be paid by City upon approval by City.
- C. Analyzing and evaluating all offers presented on City property and asking prices by land owners, and preparing recommendations relative thereto to the City.
- D. Presenting all offers on City property to City staff and City Council, along with analysis and recommendations.
- E. Presenting all offers by the City on property proposed for purchase by the City, along with analysis and recommendations.
- F. Preparing and presenting any counter-offers or addenda requested by the City.
- G. Completing the Earnest Money Offers for sales or purchases by securing all appropriate signatures and approvals.
- H. Maintaining escrow files on all transactions.
- I. Providing follow-up on each file and monthly reports on all properties for sale or purchase to assigned City staff person.
- J. Providing accurate land use information as approved by the City Planning & Community Development Department or the County Planning Department as appropriate.
- K. Consulting for any land divisions, survey's, inspections, cleanup, etc., as may be necessary in connection with specific transactions.
- L. Providing information and documents necessary for Escrow in preparations for closing, in conjunction with legal counsel.
- M. Providing the communications link between the City and Purchaser/Purchaser's agent or Seller/Seller's agent.

The Broker/Agent shall:

- N. Present all sales or purchase offers in a timely manner.
- O. Make timely confirmation of all real estate transactions.
- P. Provide another Broker/Agent or staff person who is continually updated on the status of the City's real estate transactions.

5.0 MINIMUM REQUIREMENTS

Proposer's must meet the following minimum requirements to be considered as a qualified proposer:

- 5.1 Be licensed in Oregon.
- 5.2 Have a minimum experience of at least five years.
- 5.3 Have experience with private and public sector real estate transactions.
- 5.4 Provide Certificate of Insurance as required on the Personal Services Contract attached hereto as Attachment B.
- 5.5 Be willing to sign a Personal Services Contract substantially similar to the one included with the Request for Proposal as Attachment B.
- 5.6 Be actively involved in continuing education to advance their knowledge in the industry.

Additionally, it is preferred that the Broker/Agent has an office within the City Limits, or at least within the City's Urban Growth Boundary.

6.0 TERM OF AGREEMENT

The contract will be for a two-year period. The contract will be effective upon signing by Broker/Agent and City. The appointment period shall not exceed two years. The Broker/Agent may serve more than one appointment period. The Broker/Agent must qualify for appointment prior to each period as if each appointment period were the first.

The contract may be terminated by City or Broker/Agent upon sixty (60) days written notice to the other party, or upon failure of either party to perform services or the duties specified herein. Upon early termination, City may be required to reimburse Broker/Agent for reasonable out-of-pocket expenses generated for advertising, printing, etc.; and, Broker/Agent shall be compensated for any transactions in negotiation or in contract for an exclusionary period of one hundred twenty (120) days.

7.0 FEES

Broker/Agent will present a proposal of compensation for both the sales and purchase of property to the City.

8.0 PROPOSAL DEADLINES

- 8.1 Sealed proposal will be accepted until 3:00 P.M., Thursday, May 22, 2008 at the City of Prineville, City Hall, 387 N.E. 3rd St., Prineville, OR 97754.

- 8.2 All proposals are to be clearly labeled on the outside of the envelope "City of Prineville Real Estate Broker/Agent of Record Proposal."
- 8.3 One (1) copy of each proposal is required.
- 8.4 DELIVERY IS THE SOLE RESPONSIBILITY OF THE PROPOSERS. PROPOSALS RECEIVED AFTER THE DATE AND TIME INDICATED ABOVE WILL BE RETURNED UNOPENED.
- 8.5 Whether your proposal is mailed in, or hand delivered, it must be addressed to:

Robb Corbett, City Manager
City of Prineville
City Hall, 387 N.E. 3rd Street
Prineville, OR 97754

9.0 PROPOSAL REQUIREMENTS

Please include the following in your proposal:

- A. Name, address and phone number of your firm and Broker/Agent.
- B. A statement of your understanding of the work required and the manner in which you plan to approach it.
- C. Full disclosure of commissions is required on all transactions and the commissions will be the fee paid under this agreement.
- D. Completion of Questionnaire (Attachment A).
- E. Resumes setting forth qualifications and personal history of the individual Agent and Brokerage.
- F. Completion of Certification and Contract Offer (Attachment
- G. References.
- H. Photocopy of Oregon real estate license.

10.0 EVALUATION AND SELECTION PROCES.

- 10.1 All proposals will be reviewed by City management staff, including but not limited to the City Manager, Community Development Director and City Legal Counsel.
- 10.2 Broker/Agent will be asked to demonstrate their knowledge of the City of Prineville and Crook County's Comprehensive Plans and Land Development Codes.
- 10.3 Two or more individuals may be selected for oral interviews.

- 10.4 A single Broker/Agent will be identified and a recommendation will be presented to the City Council for its consideration. After the Council's action, the Broker/Agent and the City will enter into a Personal Services Contract substantially in the form of the one attached to this Request for Proposal.

ATTACHMENT A

CITY OF PRINEVILLE
REAL ESTATE BROKER/AGENT OF RECORD
QUESTIONNAIRE

1. How many years has your firm been in business?

2. How many years has your brokerage been licensed to sell real estate in the State of Oregon? Types of licenses? Restrictions?

3. What was your brokerage's approximate annual average volume over the last 3 years?

4. From what location would our account be serviced? Will service be split between one or more locations?

5. How frequently will the Broker/Agent call on City of Prineville to update the City on activity on various properties and review marketing strategy?

ATTACHMENT B

PERSONAL SERVICES CONTRACT

This Agreement, made and entered into by and between the City of Prineville, political subdivision of the State of Oregon, hereinafter referred to as "City", and, _____, Federal Tax I.D. Number _____, herein referred to as "Contractor".

IT IS HEREBY AGREED by and between the parties above mentioned, for and consideration of the mutual promises hereinafter stated as follows:

1. Effective Date. This Agreement is effective _____.
2. Duration. This Agreement terminates at 11:59 p.m. on _____.
3. Contractor's Services. Contractor agrees to provide services described in the Request for Proposal, attached hereto and by this reference incorporated herein Services shall be performed in accordance with a schedule approved by the City Services shall be performed in a manner that does not discredit City policies procedures.
4. Consideration. Broker/Agent shall designate consideration/commission in proposal.
5. Termination. This Agreement may be terminated by City or contractor upon sixty (60) days written notice to the other party.
6. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
 - B. This contract is not intended to entitle contractor to any benefits generally granted to City employees.
 - C. The contractor's an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the contractor has the assistance of other persons in the performance of this contract, the contract (shall qualify and remain qualified for the term of this contract as a dire responsibility employer under ORS 656.407. If the contractor performs this contract without the assistance of any other person, contractor shall execute Joint Declaration with City absolving City of any and all liability from Worker Compensation provided in ORS 656.029 (2).
7. Delegation and Reports. Contractor shall remain the responsible service provider during the term of this agreement. However, Broker/Agent shall offer sub-agency where appropriate and may, where appropriate, cooperate with other licensed agents.

Contractor shall provide City with monthly reports to City at the frequency and with the information prescribed to be reported by City.

8. Constraints. Pursuant to the requirements of ORS 279.835 through 279C.870 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:
 - A. Contractor shall:
 - (1) Make payments promptly, as due, to all persons supplying to contractor labor or materials for the prosecution of the work provided for in this agreement.
 - (2) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished.
 - B. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to contractor or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper offices representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to contractor by reason of this agreement.
9. Hold Harmless. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by contractor in the performance of this agreement; and further agrees to indemnify, save harmless and defend the City, its officers, agents, and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from arising out of, or connected with any such injury.
10. Contractor Not an Employee of the City. It is agreed by and between the parties that contractor is not an employee of the City.
11. Partnership. City is not, by virtue of this contract, a partner or joint venture with licensee in connection with activities carried on under this contract, and shall have no obligation with respect to contractor's debts or any other liabilities of each and every nature.
12. Insurance. Contractor shall maintain, during the term of this agreement comprehensive general liability insurance with limits of not less than \$500,000 combined single limit. Contractor shall also maintain during the term of this agreement, and for three years after the contract completion or termination, Real Estate Agent's professional liability insurance with limits of not less than \$1,000,000 per claim, \$3,000,000 aggregate. Contractor shall name the City of Prineville as an additional insured and provide a certificate to the City with no less than 10-day notice of cancellation or modification of insurance coverage.
13. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, disability or suffer discrimination in the performance of this agreement when employed by contractor.

14. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under the contract, and if City has no funds legally available for consideration from other sources, then City may terminate this agreement in accordance with Section 5 of this contract.

15. Attorney Fees. In the event an action, suit or proceeding, including an appeal therefor, is brought for failure to observe any of the terms of this agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

DATED this _____ day of _____, 2008.

CONTRACTOR:

CITY OF PRINEVILLE

ATTACHMENT C

**CERTIFICATION AND CONTRACT OFFER
REAL ESTATE BROKER/AGENT OF RECORD
PROPOSALS DUE 3:00 P.M., THURSDAY, MARCH 20, 2008**

I, the undersigned, having carefully examined the General Instructions, Request for Proposal, and Personal Services Contract, agree to furnish Broker/Agent of Record services as specified to the City of Prineville at the prices proposed.

I further agree that this offer to furnish Broker/Agent of Record services will remain in effect at the fee structure proposed for a period of not less than sixty (60) calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time, unless by mutual agreement.

If this offer, or portion thereof, is accepted by the City Council and award is made thereon, I agree to enter into a contract with the City of Prineville to furnish Broker/Agent of Record services as specified for the prices proposed.

Oregon Resident Bidder*: YES
 NO

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Signature

Date

Printed Name

Title

Firm

Phone (Area Code)

* "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the proposal and has a business address in this state.