

Cowlitz County

Request for Proposals No. 02-2016

TO PROVIDE

**RESIDENTIAL REAL ESTATE
BROKER SERVICES**



January 6th, 2016

**Notice to Proposers
Request for Proposals No. 02-2016**

**COWLITZ COUNTY
REQUEST FOR PROPOSALS
Residential Real Estate Broker Services**

INVITATION

Cowlitz County seeks proposals from qualified bidders experienced in providing professional Residential Real Estate Broker Services. Proposals must arrive prior to 11:00 a.m. PDT on February 9, 2016 at the following location.

**Room 305, Cowlitz County Administration Building
207 N 4th Ave
Kelso, WA 98626**

Proposal requirements and details may be obtained from:

**Cowlitz County, Office of Administrative Services
207 North Fourth Avenue, Room 308
Kelso, WA, 98626-4124
Telephone (360) 577-3065 ext-2791**

The request is being made available electronically. If accepted by such means, the Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the Request for Proposal documents. In the event of a conflict between a version of the Request in the Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.

A copy of the Request is also on file with the Clerk of the Board and may be viewed on the Cowlitz County website at: <http://www.co.cowlitz.wa.us/bids.aspx>

The Board reserves the right to reject any and all bids, to waive any informalities in the bids, and to accept other than the low bid if it appears to be in the best interests of the county.

All documents received in response to this invitation to bid will become a matter of public record and subject to the Washington public disclosure act under chapter 42.56 RCW.

Dated; 6th of January, 2016.

**Matt Hanson,
Purchasing Manager**

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COWLITZ COUNTY
REQUEST FOR PROPOSALS NO. 02-2016
RESIDENTIAL REAL ESTATE BROKER SERVICES

1. PURPOSE:

Cowlitz County is inviting Proposals from qualified firms interested in providing professional residential real estate broker services. The County currently has surplus residential properties that it wishes to sell, and desires to hire a Real Estate Broker, experienced in residential real estate to market and sell these properties, as well as any other properties that may, from time-to-time, become surplus to the County's needs. The services required by the County in connection with this request for proposals cover the entire spectrum of services customarily provided by residential real estate firms. The services provided should include, but not necessarily be limited to the following:

- 1) Residential Real Estate Broker Services/develop strategies for sale of properties;
- 2) Coordinating with real estate appraisers hired by the County;
- 3) Negotiating with both buyers and sellers on behalf of the County;
- 4) Coordinating real estate transaction closing;
- 5) Property Listing and Sales Services;
- 6) Escrow and title work;
- 7) Preparing contracts and closing documents; and
- 8) Handling all other customary activities and services associated with residential real estate transactions.

Properties to be sold during the term(s) of this contract include, but are not limited to:

Current Surplus Properties:

- B. Parcel #622160100 on Westside Highway, Kelso, WA 98626; Cowlitz County Auditor's Volume 33, Page 165; Section 11, Township 8 North, Range 2 West, W.M.; approximately 1.43 acres; vacant; zoned Urban Residential; current use open park land, records of Cowlitz County, Washington;
- C. Parcel #63112, 331 Cowlitz Drive, Kelso, WA 98626; Section 11, Township 8 North, Range 2 West, W.M.; lot with single family residence and detached garage, Cowlitz County Short Subdivision No. CC 09-18, Auditor's File Number 3415284, records of Cowlitz County, Washington;

- D. Parcel #631120100, 330 Cowlitz Drive, Kelso, WA 98626; Section 11, Township 8 North, Range 2 West, W.M.; vacant lot 10,814 square feet, Cowlitz County Short Subdivision No. CC 09-18, Auditor's File Number 3415284, records of Cowlitz County, Washington;
- E. Parcel #631120200, 334 Cowlitz Drive, Kelso, WA 98626; Section 11, Township 8 North, Range 2 West, W.M.; vacant lot 12,184 square feet, Cowlitz County Short Subdivision No. CC 09-18, Auditor's File Number 3415284, records of Cowlitz County, Washington;

Appraisal value will be provided to successful vendor.

2. DEFINITIONS:

- A. County The County of Cowlitz, Washington, and its departments.
- B. Proposer The person or firm submitting the proposal, also referred to as the contractor.
- C. RFP The Request for Proposal, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.
- D. Selection Committee The RFP Selection Committee is comprised of the RFP Coordinator (named in section 3) and other County staff.
- E. Qualification Packet The materials submitted by each Proposer in response to the RFP, including all attachments.

3. RFP ADMINISTRATION:

Upon release of this RFP, all Proposer communication should be directed in writing to the RFP Coordinator listed below. Any oral communications with other County employees will be considered unofficial and non-binding on the County

A. **RFP Coordinator:**

Matt Hanson,
Purchasing Manager
Cowlitz County
207 N. 4th Ave, Rm 308
Kelso, WA 98626
Ph.: 360-577-3065 Email: hansonm@co.cowlitz.wa.us

B. Preliminary RFP Schedule:

RFP Release.....	January 6 th , 2016
RFP Due Date (prior to)	11:00AM, February 9, 2016
Evaluation of Proposals	February 10, 2016
Interviews if Requested.....	February 16-19, 2016
Contract Award	February 23, 2016
Proposed Start Date.....	March 1, 2016

Successful Proposers will be offered the opportunity to enter into a professional services agreement with Cowlitz County to provide Residential Real Estate Broker Services

For Cowlitz County's own best interest, the Board of County Commissioners reserves the right to accept or reject any or all proposals.

4. **BACKGROUND:**

Cowlitz County is located in the Southwest corner of Washington State along the banks of the Columbia River roughly 45 minutes north of Portland Oregon. County government is located in the twin cities of Kelso and Longview and provides a variety of services and resources for the County's 102,000 residents.

5. **DUE DATE:**

One original proposal, with four (4) complete copies, shall be sealed and must be delivered prior to 11:00 A.M., February 9, 2016 to:

**Cowlitz County Board of Commissioners
Attn: Clerk of the Board
207 N. 4th Ave Rm 305
Kelso, WA 98626**

Proposal packages must be marked:
RFP No. 02-2016Residential Real Estate Broker Services

QUALIFICATIONS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals which do not include all requested information and required documentation may be rejected.

6. CONTRACT TERM:

The contract shall become effective on its execution by both the successful proposer and the Board of County Commissioners, and shall be for one (1) year. The County may, at its sole option, extend this contract for one year periods, not to exceed five (5) years total.

7. INSURANCE REQUIREMENTS:

- a) Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
- b) Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended, the insurance shall be primary and non-contributory. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

Comprehensive General Liability:

Bodily Injury, including death \$1,000,000 per occurrence

Errors and Omissions or Professional Liability with an extended reporting
period endorsement (two year tail) \$1,000,000 per occurrence

Workers Compensation: Statutory amount

Automobile: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death \$1,000,000 per occurrence

Property damage liability \$1,000,000 per occurrence

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any

insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. [This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.]

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Risk Manager, Cowlitz County Administrative Svc., 207 4th Ave. N., Kelso, WA 98626. This Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

c) Subcontracts. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The County shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The County reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in the County's opinion, such variations do not substantially affect the County's interests.

8. INDEMNIFICATION:

Contractor hereby covenants and agrees to indemnify, save, and hold harmless Cowlitz County, their officers, employees, and agents from any and all liability, loss, costs, charges,

obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

9. INVOICING AND PAYMENT:

The successful Contractor shall submit invoices that include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

All invoices shall be forwarded to:

Cowlitz County
Office of Administrative Services
207 N. 4th Ave, RM 308
Kelso, WA 98626

10. GENERAL REQUIREMENTS:

A. **Proposer qualifications:**

- 1) Must be a licensed broker and in good standing with the Washington Real Estate Commission;
- 2) Must have a minimum of five (5) years' experience in residential real estate;
- 3) Must be knowledgeable in the local residential real estate market and have experience with small and large residential properties, unimproved land, and right-of-way acquisition;
- 4) Must be knowledgeable in the use of all public real estate records maintained by the County Assessor and County Auditor;-
- 5) Knowledge and experience in the acquisition and sale of government owned property is desired; and
- 6) Knowledge in acquisition and sale of public land and right-of-way is desired.

B. **Proposal Form:** Proposers shall fill out and return with their proposal ATTACHMENT A, Proposal Form. Failure to return the filled out form may cause their proposal to be rejected.

11. EVALUATION BY SELECTION COMMITTEE:

All proposals will be screened to determine whether the minimum requirements of the RFP are met. The Selection Committee (SC) will then evaluate those Proposers who meet the minimum RFP requirements and may invite up to three (3) Proposers for an interview.

A. **Qualification Evaluation Criteria:** The following are the criteria which will be used in the selection process. An Proposer can receive a maximum score of 100 points. Each of the following elements shall have the stated maximum point value:

	<u>Qualification and Experience</u>	<u>Points</u>
(1)	Ability of the Proposer(s) to meet or exceed the requirements defined in the RFP, including the range of services offered	25
(2)	Key Personnel Experience and qualifications	25
(3)	Local residential real estate market, public land and right-of-way, and government real estate knowledge	20
(4)	Fee Schedule	20
(5)	Completeness of response to RFP	10
	<i>TOTAL</i>	<i>100</i>

12. POST EVALUATION EVENTS:

The Selection Committee (SC) intends to complete contract negotiations with the successful Proposer and submit to the Board of County Commissioners by February 23, 2016. In the event of a negotiation impasse with any Proposer, the County reserves the right without penalty and at its sole discretion to:

- A. Reject the proposers application and select the next best qualified Proposer; or
- B. Take no further action to continue award of a contract under this RFP; or
- C. Reissue the RFP with any changes County deems appropriate.

13. OTHER INFORMATION:

A. **Reservation:** The County reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The County also reserves the right to cancel or to

reissue the RFP in whole or in part prior to the execution of a contract. The County reserves the right to refrain from contracting with any and all Proposers. The release of the RFP does not compel the County to enter into any contract pursuant to the RFP.

Proposers may withdraw or supplement their proposal at any time prior to the response closing date and time. To accomplish this, a written request signed by an authorized representative of the Proposer must be submitted to the RFP Coordinator.

B. Proposers' Questions: Any person contemplating submitting an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in, or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, e-mail, or hand delivery not later than five (5) working days before the deadline for delivery of responses to this RFP. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFP will be made only by written addendum and will be mailed or delivered to each person receiving this RFP. Any information given to any proposer concerning the solicitation or any changes to the RFP shall be provided in writing to all proposers to ensure that all proposers receive the same information relating to the RFP. The County will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each proposer should verify that it has received all addenda to this RFP by direct inquiry to The RFP Coordinator before submitting proposals.

C. Clarification of Responses: As part of the evaluation process, and at the discretion of the County, Proposers may be asked to clarify specific points in their respective responses. The County reserves the right to request oral interviews of Proposers.

D. Protest Procedures: Unsuccessful Proposers protesting this process must follow the procedures described herein. Protests that do not follow these procedures shall not be considered. The protest procedure constitutes the sole administrative remedy available to the Proposer under this RFP.

- (1) All protests must be in writing and signed by the protesting party. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the RFP Coordinator.
- (2) Only protests setting forth an issue of fact concerning a matter of bias, discrimination, conflict of interest, or non-compliance with procedures described in the RFP shall be considered. Protest based on non-procedural matters will not be considered.
- (3) In the event a protest may affect the interest of other potential providers, such providers will be given an opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.
- (4) Upon receipt of a protest, a protest review will be held by the Selection Committee to review the RFP process utilized. This protest review is not a review of responses

submitted or the evaluation scores received. The purpose of the protest review is to insure that procedures described in the RFP document were followed, all requirements were met and all Proposers were treated equally and fairly.

- (5) Protests shall not be accepted prior to selection of the successful Proposers. Protests may be sent by e-mail or fax, or be hand-delivered. The Selection Committee will convene as soon as possible to evaluate the protest and respond. If additional time is required, the protesting party will be notified of the delay.

14. RFP SUBMITTAL REQUIREMENTS:

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the County's objectives.

The following information must accompany your proposal:

- 1) Executive Summary – Provide a brief history and organizational structure of your firm.
- 2) List firm name, address, telephone and fax number, contact person (who will be responsible for servicing the contract resulting from the award of this RFP), and email.
- 3) List years in business.
- 4) List previous names of firm, if any.
- 5) Description of your firm, including size of firm, location, number and nature of the professional staff to be assigned to the County; Describe staff experience, education, training, professional certifications (including professional license numbers that may be used to perform a background check) and professional organizations your firm is associated with. Include a brief resume for each key person listed.
- 6) Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent residential real estate experience. Provide two (2) examples of your work.
- 7) Experience in assisting similar size entities, over the last five years. Provide two (2) examples of your work.
- 8) List at least three references where and when your firm provided similar services. Please provide names and telephone numbers of contact persons for each reference.
- 9) Additional services offered through your firm.
- 10) Listing of current litigation, outstanding judgments and liens.
- 11) Briefly explain the process and methods you use to minimize costs, if applicable.
- 12) Any additional information that you feel will be beneficial to the County in evaluating your qualifications and the reasons you believe your firm should be selected.
- 13) Fee schedule
 - State your commission rate for listing and selling of properties.
 - State your proposed method of compensation for representing the County in negotiations for purchasing properties.

- State any other costs the County may anticipate related to the Residential Real Estate Broker Services to be provided.
- 14) Copy of Proposed Service Agreement
 - 15) ATTACHMENT A, Proposal Form

14. PROPOSERS' COST TO DEVELOP QUALIFICATION PACKET:

Costs for developing qualification packets in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to the County.

PROPOSAL FORM

Proposal of: _____

Address: _____

Date: _____

TO: Cowlitz County
("The Owner")

The undersigned hereby offers to enter into an agreement for Residential Real Estate Broker Services, under the terms and conditions set forth in said contract, in this Proposal Form and in the Instructions to Proposers, for a term of one (1) year, commencing on its date of execution, with four (4) possible one (1) year contract extensions, for a total of five (5) years. Execution of this option shall be in accordance with the terms and conditions as set forth in the final agreement.

_____ has received, reviewed, and agrees to Addenda (s) ____, ____ & ____.

The terms and conditions of this proposal are agreed to on this _____ day of the year 2015.

BY: _____
Typed Name (Officer)

SIGNATURE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

DATE: _____

PHONE: _____

FAX: _____

EMAIL: _____

(CORPORATE SEAL)

MUST BE SUBMITTED WITH PROPOSAL
--

**BIDDER CERTIFICATION OF INTEREST,
NON-COLLUSION, NO CONFLICTS & DEBARMENT**

To: Board of Cowlitz County Commissioners
c/o Cowlitz County Administrative Services
County Administration Building
207 North 4th Avenue, Room 308
Kelso, WA 98626

- 1) The undersigned declares that, consistent with the proposal submitted with this Response Form, he/she/they/it desires to enter into an agreement with Cowlitz County for services to be rendered.
- 2) The undersigned is duly authorized to submit the enclosed proposal.
- 3) That no director, officer, agent, or employee of Cowlitz County is personally interested directly or indirectly in this work or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Directors, officers, agents, or employees induced us to submit this proposal.
- 4) As an authorized representative of the Bidder, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- 5) I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- 6) I further acknowledge that by signing the signature page of the Renewal Application, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549." (49 CFR Part 29 Section 29.215)

Agency Name

Signature of Authorized Representative:

Printed Name

Title

Signature

Date