

CITY OF ESCONDIDO REAL PROPERTY DIVISION
Request for Qualifications for On Call, As-Needed, Real Estate Brokerage
Services (RFQ)

I. Purpose of the Request

The City of Escondido (City) is requesting submission of qualifications to provide real estate marketing and brokerage services for the disposition and/or leasing of City real property, and as-needed hourly-based real estate consulting services from time to time.

The City will review respondent's qualifications and select one, based on submitted qualifications, to assist the City with the disposition and leasing of its commercial, residential, vacant and/or improved land. The City reserves the right to award one contract to a single Broker or no contract at all after receipt of qualifications, without further discussion.

II. Response Time Frame and Other Information Response Due:

Responses to the RFQ are due no later than **4:00 p.m. (PST) Thursday December 1, 2011**. The City in releasing this RFQ shall not be obligated to proceed with any action on the RFQ and may decide that it is in the City's best interest to refrain from pursuing any further action.

Please submit one (1) bound original and three (3) copies of your response to the following address:

CITY OF ESCONDIDO (RFQ)
ATTN: REAL PROPERTY MANAGER
201 N. BROADWAY
ESCONDIDO, CA 92027

III. Response Format

Each item in Section V of this RFQ should be specifically addressed. Otherwise, indicate why no response is given. Identify the item to be addressed in the introduction to each response. Please limit your response to relevant material and your qualifications to 10 pages in length; additional information may be submitted in the form of an attachment or appendix.

IV. Scope of Services

The City is interested in contracting for an On Call, As-Needed Broker to provide a full range of Residential and Commercial Real Estate Brokerage Services. Services will be required from time to time on specific transactions to include:

1. Sale of excess and/or surplus City owned real property, or other City property, as designated by the City, by open market listing, sealed bid or by auction;
2. Leasing services, as needed, for rental and/or leasing of real property from or to the City; and
3. Advisory/Consultation Services (hourly-based), such as assisting City real property staff with market research and assessment, sale or lease negotiations

that are handled by City staff (versus by the selected Broker).

V. Proposal Content

A. General Information

Provide information regarding the organization and structure of the firm Including, but not limited to:

1. History of the firm, including the year organized;
2. Number of offices located in Escondido;
3. Location of office(s) and brief description of support staff;
4. Number of licensed representatives located in Escondido;
5. Names of individuals that will assist in completing assigned tasks. This should also include a brief resume including licensing and certifications each professional.

B. Experience

Provide information regarding the experience of the firm including, but not limited to:

1. A summary of work experience that demonstrates knowledge and experience in residential and commercial sales and property management. Attach a descriptive list of work, if any, completed with a public agency in the last five years; and
2. Provide two letters of recommendation; and
3. Any other unique qualifications.

C. Work Plan

D. Provide a description of the firm's strategy to market and sell targeted properties.

E. Documentation of Standing and Licensing, which shall include all of the following:

1. Documentation that the firm is authorized to do business in California; and
2. Copy of the firm's real estate broker's license from the California Department of Real Estate.

F. Cost of Services

The response shall include the fees for various residential and commercial real estate brokerage services as described herein. Fees for costs and expenses should also be included. The City reserves the right to negotiate modifications to the fee and cost schedule submitted by the respondent. All agreements between the City and any firm are subject to review and approval by the City Attorney.

VI. Property Information

Additional information regarding the properties that are anticipated for immediate marketing or leasing assistance is attached as Exhibit "A". Services will be on an On Call, As-Needed basis. All questions and responses will be made available to all applicants.

VII. Open Records

Information submitted to the City is public information and is available upon request in accordance with the California Public Records Act. A firm submitting any information it considers confidential as to trade secrets or commercial or financial information, which it desires not to be disclosed, must clearly identify all such information in its proposal. In the event the City receives a request for public records asking for such material, the firm will be contacted and be given an opportunity to comment or oppose such request, but in no event shall the City be responsible for the disclosure of such information pursuant to a public records request. Information not clearly identified as confidential will be deemed to be non-confidential and will be made available by City upon request.

VIII. City Standard Form of Consultant Agreement

Also enclosed, as Exhibit "B", is a copy of the City's standard form of contract for professional services. This standard contract may be tailored to suite the specific services being requested herein, however is provided in order that respondents may take note of the specific provisions in our standard contract and confirm that these terms are acceptable. In particular, please take note of the insurance requirements detailed in Paragraph No. 8. Be sure to review your current insurance policy and verify that your firm's coverage meets these minimum requirements. You will be required to provide insurance certificates before entering into a contract with the City. Once a consultant is selected, the Scope of Work and Compensation will be more fully detailed in the contract exhibits.

IX. Agency Relationship

While the City will not permit the selected Broker to entertain a dual agency relationship on sale or lease transactions, please note, the selected Broker's engagement on a specific sale or lease transaction and/or advisory/consulting services related to a specific transaction, will not limit the selected Broker's ability to engage in unrelated transactions where the selected Broker is representing the side opposite the City.

X. Contract Period (Option)

On Call Real Estate Services shall commence upon execution of the contract for consultant services by both parties. The term of the contract shall be for a period of two (2) years. The City will have the right, at its sole option, to renegotiate the contract for up to a one (1) year extension or a part thereof at which time the contract price will be renegotiated. This option may be exercised at the end of year two. In the event that the City exercises such rights, all other terms and condition of the original contract will remain the same and shall apply during the extension period.

XI. Costs Incurred in Responding

All costs directly or indirectly related to the preparation of a response to this RFQ shall be the sole responsibility of and shall be borne by the firm.

EXHIBIT “A”

List of Proposed Sites Ready For Immediate **Leasing**

- 2261 East Valley Parkway (commercial)
- 2247 E. Valley Parkway (commercial)
- 220 S. Broadway (commercial)

List of Proposed Sites Ready for Immediate or Near Future **Sale**

- 2512 E. Washington Avenue, APN 225-27-054
- 1201 E. Washington Avenue, APN 230-14-101
- Bear Valley/East Valley excess properties (TBD)

The City may add or remove parcels listed above at any time at its sole discretion. City Council approval is required on all sales of City-owned real property.



EXHIBIT "B"

CITY OF ESCONDIDO CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 2011.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Debra Lundy
760-839-4034
("CITY")

And: [Name]
[Street address]
[City, state, zipcode]
[Attn: (name of contact)]
[Insert telephone number]
("CONSULTANT")

WITNESS THAT WHEREAS:

A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide a full range of Residential and Commercial Real Estate Services, which may include, but are not limited to: the sale of excess and/or surplus City owned real property, or other City property, as designated by the City, by open listing, sealed bid or auction; Property Management services, as needed, for rental and/or lease of real property from or to the City; and

B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will compensate the CONSULTANT in the amount and according to the conditions contained in "Attachment A." Any breach of this Agreement

will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-10 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.

Storm-water Indemnification: CONSULTANT shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of

employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Ed Domingue, City Engineer

Date: _____

[CONSULTANT COMPANY NAME]

Signature

Name & Title (please print)

(The above signature must be notarized)

[NAME OF OTHER PARTICIPATING ENTITY]

Date: _____

Signature

Department or Division Head Name & Title

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.