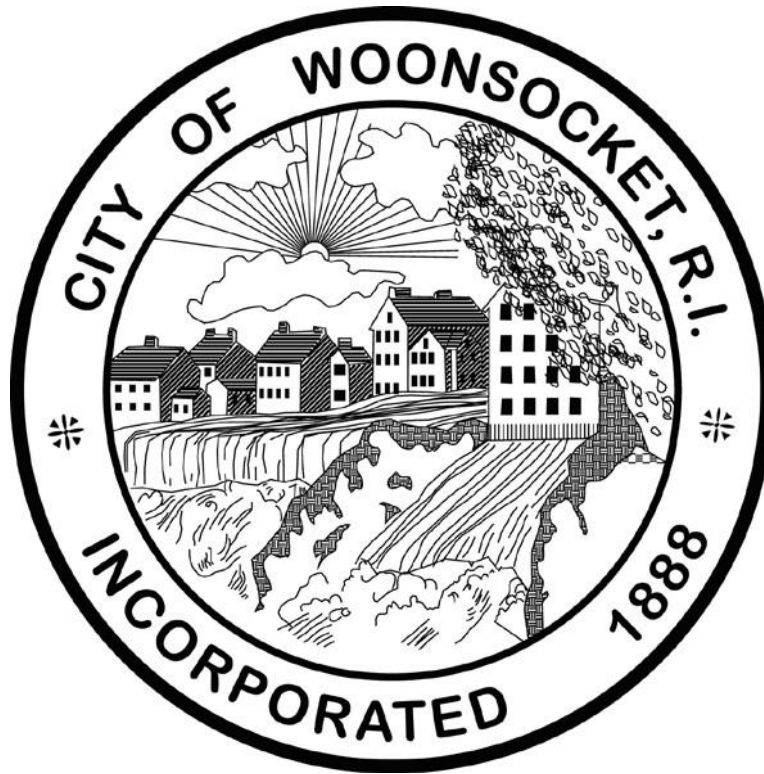


City of Woonsocket



COMMERCIAL AND OTHER REAL ESTATE BROKERAGE SERVICES

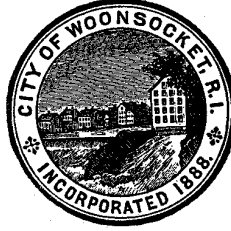
BID No. 6175

Bid Specifications

Prepared By: City of Woonsocket

FINANCE DEPARTMENT

OCTOBER 2023



CITY OF WOONSOCKET, RHODE ISLAND

INVITATION TO BID FOR:

“COMMERCIAL AND OTHER REAL ESTATE BROKERAGE SERVICES”

BID# 6175

FOR THE FINANCE DEPARTMENT

City of Woonsocket is accepting bid proposals for the above-referenced project.

Bid Opening: Bids must be received by Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895 prior to the bid opening date and time. On time bids will be publicly opened and read aloud in Harris Hall, located on the 3rd floor of Woonsocket City Hall, promptly starting at **2:00 p.m. on Thursday, February 22, 2024**. Bids received after this deadline will not be accepted and will be returned unopened to the sender. All proposals must be date and time stamped by authorized City staff prior to the aforementioned deadline. Sole responsibility rests with the submitter to see that their proposal is received on time at the stated location. Any responses received after this deadline will be returned to the submitter.

The City of Woonsocket is specifically seeking submissions from qualified licensed Rhode Island real estate brokers/brokers, specializing in commercial and other real estate brokerage services, to market and list various City owned Properties to find potential buyers and/or acquire new properties through purchase or lease.

Two (2) copies of the bid are required and must be submitted in a sealed envelope. The following information “COMMERCIAL AND OTHER REAL ESTATE BROKERAGE SERVICES – BID# 6175” must be clearly printed, visible and legible on the outside of the sealed envelope.

Unless otherwise specified, The City of Woonsocket reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the submittal that, in the opinion of the City, is in its best interest. The proposal award will not be based solely upon the fee schedule, but will be evaluated based upon criteria formulated around the most important features of the services, credentials and related experience, market approach, availability and capability for timely response and the completeness of the response to the RFP as outlined in the solicitation. The proposal evaluation criteria should be viewed as standards, which measure how well a broker’s approach meets the desired requirements and needs of the City.

No bidder may withdraw their bid within sixty (60) days after the bid opening date and time.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the Finance Director at 401-762-6400 at least 48 hours before the scheduled event.

Published: February 1, 2024

**Christine Chamberland,
Finance Director**

**CITY OF WOONSOCKET, RHODE ISLAND
FINANCE DEPARTMENT**

SUBMITTAL INSTRUCTIONS

1. BACKGROUND/PURPOSE

- A. The City of Woonsocket, herein referred to as “City” is seeking proposals from local real estate brokers/brokers to market and sell real property owned by the City and help purchase property for the City.
- B. Awarded brokers will be expected to enter into a Professional Services Contract with the City through June 30, 2024, with the option to renew for an additional one-year term at the discretion and subject to an agreed upon contract by the parties and ratified by the Woonsocket city council. No work is guaranteed by an award of a contract.
- C. The responsive proposal will comply with all federal, state, and local regulations.
- D. The City will not pay or owe commission for any transaction services unless and until the applicable transaction closes successfully. The City reserves the right to elect not to sell any property.

2. WRITTEN INQUIRIES

- A. Questions regarding this proposal will be directed to the attention of the Purchasing Department by email: kaallaire@woonsocketri.org . Questions must be in writing and made prior to Thursday, February 15, 2024 at 2:00 P.M. EST, at which time a response will be prepared and posted on the City’s website as an addendum to the proposal.
- B. Questions received after the date and time above will not be considered.
- C. Vendors are specifically directed to not contact any other City department or staff with questions or for information regarding this solicitation. Unauthorized contact of any Department employee may result in the rejection of the proposal submittal.
- D. THE CITY OF WOONSOCKET RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

3. SUBMITTAL INSTRUCTIONS

- A. Deadline for bid submissions is on or before 2:00 p.m. Eastern Time February 22, 2024.
- B. All proposals must be date and time stamped by authorized City staff prior to the afore mentioned deadline for submissions. Sole responsibility rests with the submitter

to see that their proposal is received on time at the stated location. Any responses received after the due date and time will be returned to the submitter.

- C. Envelopes containing bids must be sealed and must be clearly marked with the RFP name, the bid number and the name and address of the broker submitting the proposal.
- D. Telephone bids, faxed bids or emailed bids will not be accepted and automatically rejected. At the discretion of the Purchasing Agent, those bidders may be subject to being disqualified from further participating in the bidding process.
- E. Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening.
- F. Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the time of bid opening.
- G. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- H. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- I. Any deviation from the Specifications MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL. The bidder will indicate how the bid will deviate from Specifications.
- J. **The Required Proposal Format and Content must be addressed in its entirety and submitted with the proposal.** Leave no content area of the proposal blank. If any content is not applicable to your broker, then note it as such.
- K. Failure to follow the requested format or exclude any of the content, without an explanation or a “not applicable”, may disqualify the proposal. Proposals must be in full accordance with the requirements of this RFP in order to be deemed “responsive.”

GENERAL TERMS AND PROVISIONS

1. ADDENDA AND INTERPRETATION

- A. No interpretation of the meaning of the specifications or request for proposal (RFP) documents will be made to any bidder orally. Every request for such interpretation must be made in writing addressed to the Purchasing Agent, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895, and must be received by the Questions' deadline date and time as noted in the documentation to be given consideration.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, will be posted on the City's website, and will become part of the RFP documents.
- C. It is the bidder's responsibility to check and download any and all addenda from the City's Website up to the Bid opening date and time.
- D. Each bidder must ascertain, prior to submitting their RFP that they have received all addenda issued and must acknowledge receipt in the bid submission.
- E. No addenda will be posted later than four (4) working days prior to bid opening date except for an addendum, if necessary, postponing the opening date or withdrawing the RFP.
- F. Any written or oral instructions concerning the RFP, unless supported by an addendum, regardless of the source of that information, is non-binding, should not be relied upon and is not considered part of the solicitation.
- G. In the event there is a discrepancy between verbal communication and written communication, the written communication will govern.

2. QUALIFICATIONS OF BIDDERS

- A. The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the bidder must furnish the City all such information and data for this purpose as the City may request.
- B. The City reserves the right to reject any RFP if the evidence submitted by, or investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- C. One or more of the following conditions will result in the disqualification of a bidder and rejection of an RFP:
 - a. Evidence of collusion among bidders.
 - b. A material misrepresentation in a response to an RFP.

- c. Bidder's failure to meet the minimum criteria for responsiveness and responsibility.

3. CONSIDERATIONS FOR REJECTING RFPs OR ITBs:

- A. If an area remains unserved due to lack of or rejection of RFPs, the City may, within its discretion, select and negotiate with a bidder already providing service to an area or with an entity qualified to provide service in all or part of the unserved area.
- B. Unless otherwise specified, the City reserves the right to accept or reject an RFP in whole or in part, and to waive any informalities or irregularities not affecting substantial rights as may be in the best interest of the City.
- C. The City reserves the right to reject the RFP of any bidder who has previously failed to perform properly or complete on time contracts of a similar nature, who is not able to perform the Contract, has habitually, without just cause, disregarded its obligations to sub-contractors, materials, or employees.
- D. The City reserves the right to reject any or all RFPs not accompanied by a requirement as set forth in the solicitation or if the RFP, in any way, is incomplete or irregular.

4. STATE & FEDERAL TAXES:

- A. The City of Woonsocket is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.
- B. The City of Woonsocket is exempt from the payment of any excise tax or federal transportation taxes. The price of the bid must be exclusive of these taxes and will be so constructed.

5. AWARD AND CONTRACT

- A. The Contract/Purchase Order will be awarded to that responsible submitter whose submittal, conforming to the Request for Proposal, will be most advantageous to the City, with all relevant factors considered.
- B. The City reserves the right to reject any or all submittals and to waive informalities and minor irregularities in submittals received, and to accept any portion of or all items proposed if deemed in the best interest of the City to do so.
- C. No submittal will be withdrawn for a period of sixty (60) days subsequent to the opening of submittals without the consent of the Purchasing Agent or delegated representative.
- D. A signed purchase order or contract furnished to the successful submitter results in a binding contract without further action by either party.

- E. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections, and changes of the RFP documents made in any other manner will not be binding, and submitter will not rely upon such interpretations, corrections, and changes. The City will not be responsible for oral clarification.

6. PAYMENT

- A. Payment terms to be negotiated with the successful Proposer.

SPECIFICATIONS

1. SCOPE OF SERVICES

While the following list is not to be considered all-inclusive, it does represent a general scope of services that the City may require:

- A. All services are required to have a thorough market analysis performed;
- B. Develop strategies for the sale of City owned property;
- C. Review the plans of prospective buyers to ensure that they meet the City's criteria;
- D. Negotiate with buyers on behalf of the City;
- E. Submit offers on behalf of the City;
- F. Negotiate with sellers on behalf of the City;
- G. Coordinate real estate appraisals;
- H. Coordinate all real estate transactions and closings; and
- I. Handle all other customary activities and services associated with real estate transactions. Service may include consultation with the City Administrator, City staff and City Council members relating to the sale of real estate. Presentations at public meetings may be required.

2. BROKER'S QUALIFICATIONS

Brokers must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Submitters shall submit documentation with their submittal indicating compliance with the minimum qualifications. Failure to include any of the required documentation might be cause for the submittal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:

- A. Must be licensed and in good standing with the State of Rhode Island;
- B. Must have an excellent reputation in the real estate community;
- C. Must be knowledgeable in the local real estate market and have experience with a range of municipal properties;
- D. Must have an understanding of local zoning ordinances & land development and subdivision regulations;
- E. Must be knowledgeable in the use of all public real estate records; and
- F. Experience working with architects.

3. EVALUATION CRITERIA

Submissions will be reviewed by an evaluation team. The evaluation team may request additional information or request interviews with one or more of the most highly qualified brokers. Final evaluation and selection may be based on, but not limited to, any or all the following:

- Credentials and related experience
- Market approach
- Availability and capability for timely response
- Compliance with contract terms and conditions

A scoring matrix with the order and priority of criteria to be used by the evaluation team in the review and selection process is shown below:

Description	Points
Credentials and related experience	40
Market approach	25
Availability and capability for timely response	15
Completeness of response to RFP as outlined in the solicitation	10
Fee Schedule	10
Total Possible	100

4. FEE SCHEDULE

The fee schedule is part of this proposal and shall be submitted with the RFP documents.

- The schedule can be percentage or hourly based. Hourly based proposals shall contain a per hour charge for all work as required. The per hour charge shall include, but is not limited to all on-site visits, inspections, report preparation, copies, travel time, meeting attendance, photographs, schedule reporting, final inspections, and occupancy coordination.
- The proposals shall be submitted on all tasks combined and on individual tasks. Costs should be included for combined tasks and for individual tasks in an attached table labeled "Fee Schedule".
- It is required that each of the submitted proposals will be fee schedule for the current term and a fee schedule for one extended term. Each term shall be priced separately. The City has the sole right to accept or reject any extended term.
- To be considered for selection, each proposal must have a valid dollar amount for the current term and the extended term.

- E. This Agreement shall automatically terminate upon the applicable expiration date if the City fails to provide vendor a notice of the City's intent to extend this agreement as set forth herein.

FEE SCHEDULE ITEMS:

- a. Commission rate for listing and selling properties;*
- b. Proposed method of compensation for representing the City in negotiations for purchasing properties;*
- c. State any other costs the City may anticipate relating to the real estate services to be provided.*

5. ORAL PRESENTATIONS/INTERVIEWS

Brokers submitting a proposal in response to this RFP may be required to present their proposal to the Woonsocket City Council and/or the evaluation team. Additional technical and/or cost information may be requested for clarification. Interviews are optional and will be conducted at the City's discretion.

6. EVALUATION AND AWARD PROCESS

- A. Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone the bid opening date, to award or reject proposals in whole or in part, if, in the City's judgment, the best interest of the City will be so served.
- B. The City reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the City that may result from making more than one award.

7. TERM OF CONTRACT

The contract current term for the successful broker will be from the date of award and will continue for a term of one (1) year. The contract may be renewed for an additional term upon satisfactory performance of the broker and with the acceptance of both parties.

- A. The City may, at its discretion, elect to contract on a property-by-property basis, as properties become available for disposition. Any sale of property is subject to approval by the City Council by Ordinance and in accordance with the Woonsocket Home Rule Charter. The City reserves the right in its sole discretion to deny the sale of any property.
- B. The contract can be terminated at the discretion of either party, for any reason, upon the receipt of a 90-day written notice provided by either party.

8. INSURANCE & W-9 REQUIREMENTS

In accordance with R.I. procurement regulations 12.107.13 the minimum insurance required for non-public works jobs is noted below:

A. Required minimum insurance for non-public works jobs:

1) Bodily Injury Liability Insurance

\$500,000 each person

\$1,000,000 each occurrence

2) Property Damage Liability Insurance

\$500,000 each person

\$1,000,000 aggregate

3) Workers' Compensation Insurance

Coverage shall be in accordance with prevailing laws.

4) Professional Liability (Errors and Omissions)

\$1,000,000 Per Loss

\$1,000,000 Aggregate.

B. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

C. The additional insured wording should be as follows:

"City of Woonsocket, State of Rhode Island, a body corporate and politic, is named as Additional Insured".

D. Proof of current insurance must be provided with your submittal in the form of a sample certificate.

E. You are NOT required to include additional insured status until the time a contract is executed.

F. A copy of your business' W-9 must be provided with your proposal.

9. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal should contain the following sections in the order presented below.

Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

Section 1: Letter of Interest

The proposal should begin with a letter of interest that includes a synopsis of the broker's services and highlight the capacity to perform the work. The letter must be signed by the individual with contract signature authority for the broker.

Section 2: Proposed Fee Schedule Item Rates

The proposal must include the rates for each fee schedule item as noted under Section 5E for the current term and one extended term. The fees provided will

constitute the sole compensation to be paid to the broker for the services rendered.

Section 3: Profile and Experience

A minimum of five (5) years of previous experience with proven effectiveness of the broker.

Outline company history, scope of services offered, size of the broker, and location. The City of Woonsocket is interested in the experience of the broker and/or the proposed project leaders in the area of expertise requested.

Please provide information regarding five (5) successful projects, completed in the last five (5) years, that are similar to the properties identified in the pre-conference meeting. Include the following items for each narrative:

- Project name and location;
- Year completed;
- Time it took to sell property;
- Owner representative's name, title, address, and phone number;
- Project description, and name of project manager and member of the project team, if applicable.

Include an organizational chart that indicates key personnel and their responsibilities.

- Provide for each of the key personnel, related work experience, education, training and any other pertinent data that would demonstrate competence and experience in this type of work.
- Please provide a copy of the key personnel's Real Estate Licenses in the State of Rhode Island.

The broker should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project.

The Real Estate Broker covenants and agrees that the Real Estate Broker and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

Section 4: Litigation History

List all litigation in the last five years, filed against the broker or broker's employees.

- State the beginning and end date, each lawsuit, case or proceeding, and the judgment or resolution or the anticipated judgment or resolution.

Section 5: References

Two (2) financial references must be provided from either financial institutions or suppliers.

Five (5) project references must be provided of which three (3) must be commercial/industrial transactions where you have provided comparable services.

Please indicate if you have worked with other government municipalities or recreation authorities in the area of property sale or acquisition.

- These projects must have been engaged during the last ten (10) years.
- These references must be for the services provided by the proposing company, not by individuals within the company who may have worked on projects while at another company.

**CITY OF WOONSOCKET, RHODE ISLAND
FINANCE DEPARTMENT**

CONTRACT FORMS

THE OFFICER OF THIS COMPANY, HEREBY, CERTIFIES THAT THIS COMPANY IS IN GOOD
STANDING WITH THE STATE OF RHODE ISLAND AND ALL THE REQUIRED RECORDS
HAVE BEEN FILED WITH THE STATE.

NAME:	
CORPORATION NAME:	
BY:	TITLE:
STREET ADDRESS:	
CITY:	STATE:
WITNESS:	DATE:

**CITY OF WOONSOCKET, RHODE ISLAND
FINANCE DEPARTMENT**

PROPOSAL

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Real Estate Broker Services, as described herein for the prices set forth in this proposal. Any changes to the specifications and their impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal due date to allow for the award and that, if chosen the successful vendor, the prices will remain broker through the current term of the contract.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other broker or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the City of Woonsocket.

The proposer affirms they are duly authorized to execute this proposal, that this company, corporation, broker, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The broker has listed and described any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The Real Estate Broker covenants and agrees that the broker/real estate firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Company Name:		
Company Address:		
City:	State:	Zip:
Authorized Representative:		
Title of Representative:		
Signature:	Date:	
Phone:		
Email:		