



Mid-Peninsula Water District
3 Dairy Lane
Belmont, CA 94002
(650) 591-8941

REQUEST FOR PROPOSAL (RFP) FOR REAL ESTATE MARKETING AND BROKERAGE SERVICES

The Mid-Peninsula Water District (MPWD) seeks the services of a realtor/broker or real estate firm to provide marketing and brokerage services for property owned by the MPWD, located at 1513-1515 Folger Drive in Belmont, California. It is the intent of this RFP to have the successful real estate agent/broker/firm enter into a Professional Services Contract with the MPWD to supply real estate services as outlined herein.

The property consists of one (1) building, an asphalt-paved parking lot, a large retaining wall surrounding the property, and mature landscaping. A survey schematic dated October 31, 2015, an MAI appraisal dated March 2018, and a Preliminary Title Opinion dated May 3, 2010 on the property are available and can be found at the MPWD's website: <https://www.midpeninsulawater.org/bid>

Respondents are directed to submit six (6) hard copies and one (1) electronic copy on a USB drive of their proposal to:

**Mid-Peninsula Water District
Attention: General Manager
3 Dairy Lane
Belmont, CA 94002**

by 12:00PM on Thursday, November 14, 2019. Each Proposal shall be clearly marked indicating the Respondent's name, address, and the solicitation name "Proposal – Real Estate Broker Services".

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

All questions should be transmitted in writing by 12:00PM on Wednesday, October 30, 2019 to the MPWD General Manager, Tammy Rudock, at tammyr@midpeninsulawater.org.

RFP KEY DATES

Request for Proposal Issued.....	October 15, 2019
Deadline for Submitting RFP Questions.....	By 12:00PM on October 30, 2019
Deadline for MPWD's Response to RFP Questions.....	By 4:00PM on November 4, 2019
Due Date for Proposals to MPWD.....	By 12:00PM on November 14, 2019

A. SCOPE OF SERVICES

The successful real estate agent/broker/firm shall agree to contract with the MPWD to provide the following:

- Perform market analysis, and provide information such as statistics, pricing and valuations, and financial evaluations;
- Determine a course of action to sell the identified real property;
- Provide timeline for the sale process;
- Market, coordinate real estate showings, and sell identified real property;
- Communicate, advise, and negotiate with purchasers, developers, or investors in the real estate transactions on behalf of the MPWD, with the understanding that the final sale decision will be made by the MPWD. Attendance and presentations at meetings of the MPWD Board of Directors may be required; and
- Coordinate real estate appraisals, real estate transaction closings, and all other customary activities and services associated with real estate transactions.

Respondents may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

B. BROKER QUALIFICATIONS

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the State of California;
- Must be a member of local Multiple Listings Services (MLS);
- Must have an excellent reputation in the real estate community (requests for references may be made);
- Must be knowledgeable in the local real estate market and have experience with similar type properties; and
- Must be knowledgeable in the use of all public real estate records.

C. INSURANCE REQUIREMENTS

Respondents are directed to Section 12 of the Sample Professional Services Agreement.

D. FEE SCHEDULE

The proposed fee schedule shall include the following items:

- Payment of a lump sum finder's fee at closing of a sale; or
- Stated commission rate for selling and closing on property; or
- Blend of a stated commission rate with a minimum finder's fee.

E. TERM OF CONTRACT

The contract period for the successful real estate agent/broker/firm will be from the date of contract award until the work is complete, unless terminated sooner in accordance with Agreement.

Issuance of this RFP and receipt of proposals does not commit the MPWD to award a contract. The MPWD reserves the right to:

1. Revise the RFP Key Dates;
2. Accept or reject any or all proposals received in response to this RFP;
3. Negotiate with any of the real estate agents/brokers/firms that submitted a response to this RFP; or
4. Cancel all or part of this RFP, and re-issue a new RFP for the subject services.

F. SELECTION CRITERIA

1. Knowledge of local real estate market and surrounding region.
2. Real estate experience, qualifications, and references.
3. Fee schedule.
4. Completeness of response to the RFP.
5. Ability of the real estate agent/broker/firm to meet or exceed the RFP submittal requirements.

Respondents shall furnish MPWD such additional information as MPWD may reasonably require.

G. RFP SUBMITTAL REQUIREMENTS

Respondents represent that they have thoroughly examined and become familiar with the Scope of Services outlined in this RFP, and are capable of performing quality work to achieve the MPWD objectives.

1. Cover Letter. The cover letter should summarize the major points contained in the proposal, and should be signed by an authorized representative of the firm. The Respondent must acknowledge that their Proposal shall be firm for at least ninety (90) days from the due date for the Proposals.
2. List number of years in business, including previous names of the real estate agent/broker/firm, if any.
3. Describe firm, including size, location, number and nature of the professional staff to be assigned to the MPWD, staff experience and training, including a brief resume for each key person listed.
4. Describe pertinent real estate experience (minimum of five [5] years' proven experience).
5. Describe experience in assisting other local government entities, and the services provided.
6. List at least three (3) references, including names and telephone numbers for the contacts.
7. Describe additional services offered.
8. List current litigation, outstanding judgments and liens.
9. Fee schedule.
10. State any other costs the MPWD may anticipate relating to the real estate services to be provided.

H. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to MPWD for ninety (90) days from the deadline for receipt of proposals. A Respondent may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal to the MPWD General Manager, Tammy Rudock, at tammyr@midpeninsulawater.org. A telephone request is not acceptable.

I. EVALUATION AND AWARD

Contract award, if made, will be made to the Respondent that submits the proposal considered most advantageous to MPWD based on the criteria set forth in Section G above. Respondents shall bear all costs incurred in the preparation of the Proposal and participation in the Proposal process.

J. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by MPWD to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services with MPWD. A sample of the general form of this Agreement is attached hereto as Exhibit A so that Respondents will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Respondent desires any additions, deletions or modifications to the form of Agreement, they must submit a request for such additions, deletions or modifications with the proposal. With the exception of any requests for such additions, deletions, and modifications, the Respondent will, by making a proposal, be deemed to have accepted the form of Agreement.

K. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between MPWD and the Respondent shall be available to the public.

If the Respondent believes any communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent's competitive position if disclosed, the Respondent shall request that MPWD withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The Respondent may not designate its entire proposal or bid as confidential. Additionally, Respondent may not designate its cost proposal or any required bid forms or certifications as confidential.

If Respondent requests that MPWD withhold from disclosure information identified as confidential, and MPWD complies with the Respondent's request, Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless MPWD from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent information. Respondent shall not make a claim, sue or maintain any legal action against MPWD or its directors, officers, employees or agents in connection with the withholding from disclosure of Respondent information.

If Respondent does not request that MPWD withhold from disclosure information identified as confidential, MPWD shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to MPWD.

L. CONFLICT OF INTEREST

Respondent represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. Respondent shall promptly disclose any actual or potential conflict of interest to MPWD as soon as Respondent becomes aware of such conflict. Respondent further covenants that it will not knowingly employ any person

having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Respondent may be required to publicly disclose financial interests under MPWD's Conflict of Interest Code. Respondent agrees to promptly submit a Statement of Economic Interest on the form provided by MPWD upon receipt.

No member, officer or employee of MPWD or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.