



**RACINE REDEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS (RFP)  
OFFICIAL NOTICE #22-2016  
REAL ESTATE AND BROKERAGE SERVICES**

**Direct all replies to:**

**Kathryn Kasper, Purchasing Agent  
City of Racine Purchasing Department  
730 Washington Ave., Room 105  
Racine, Wisconsin 53403  
Telephone: 262-636-9143  
Fax: 262-636-9100**

**Purchasing Web Site:** <http://www.cityofracine.org/purchasing>

**Complete Bid or Proposal packages may be downloaded at the above website. Vendors are responsible for checking this website for addenda prior to submitting a proposal. The City of Racine is not responsible for the content of any proposal package received through any 3<sup>rd</sup> party service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party.**

**SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN:  
December 7, 2016 by 10:30 AM, CDT**

**PROPOSALS RECEIVED LATE WILL NOT BE CONSIDERED.**

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## INTRODUCTION

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The Redevelopment Authority (RDA) for the City of Racine is seeking proposals from real estate brokers/firms specializing in commercial real estate to provide brokerage and marketing services for various properties owned and to be owned in the future by the RDA. It is the intent of this request for proposal (RFP) to have the successful broker/firm, enter into a professional services contract with the RDA to supply real estate services as outlined herein.

The contract will be an agreement in which consultants work on an as-needed basis, and the RDA will not guarantee the selected consultant a minimum number of projects per year, or throughout the term of the contract. The term of the contract will be effective for a period of one year with renewable options up to three additional one year terms. The contract may be terminated by either party with 60 days prior notice. Disadvantaged business, minority business, and or women owned business enterprises are encouraged to apply.

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## SCOPE OF SERVICES

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The successful firm shall agree to contract with the RDA to provide a minimum of the following:

1. Develop strategies for sale and development of the RDA properties
2. Develop marketing materials to advertise the properties for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the RDA on an agreed upon frequency
3. Advise on strategies to promote and sell the properties. Public presentations may be required
4. Participate in site tours of the properties
5. Analyze offers from potential buyers and advise with respect to negotiations
6. Represent the RDA in negotiations with a prospective buyer from the time of offer until closing
7. Coordinate real estate transaction closings
8. Handle all other customary activities and services associated with real estate transactions

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## PROPOSALS

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The following information is required and must accompany your proposal:

1. **COVER LETTER:** Provide a cover letter indicating your interest in serving as the City's real estate agent/firm for the RDA.
2. **BACKGROUND INFORMATION:** List years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.

3. **EXPERIENCE SUMMARY:** Describe your firm’s pertinent real estate experience (minimum five years of personal commercial real estate experience with proven effectiveness).
4. **LOCAL EXPERIENCE:** Describe your connections and work in the Racine market and the long term vision and goals for the community.
5. **EXAMPLES OF WORK:** Provide no more than three examples of similar work.
6. **MARKETING METHODS:** Describe the methods of identifying target user groups, a description of the marketing materials and your strategy for presenting the properties to a regional and national marketplace (when appropriate).
7. **ADDITIONAL SERVICES:** Describe additional relevant/unique services offered through your firm and how you would apply them to the RDA.
8. **FEE SCHEDULE:**
  - A. State your commission rate for listing and selling of properties.
  - B. State your proposed method of compensation for representing the RDA in negotiations for purchasing properties.
  - C. State any other costs the RDA should anticipate relating to the real estate services to be provided.
  - D. State any required ‘carry-over compensation’ for your firm—meaning, compensation after real estate service agreement expires.
9. **REFERENCES:** Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.

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**SELECTION CRITERIA**

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Responses will be evaluated on a 100 point scale based on the following criteria:

- Ability to meet or exceed the scope of services defined in the RFP - 30%
- Experience, qualifications, references - 20%
- Knowledge of region/regional reputation, local presence/experience - 20%
- Fee schedule - 30%

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**RESPONSE DEADLINE & PROJECT TIMELINE**

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All questions related to the RFP must be directed to Kathryn Kasper prior to 10 am on November 28, 2016. Direct e-mail: [kathryn.kasper@cityofracine.org](mailto:kathryn.kasper@cityofracine.org) Firms interested in providing proposals for this project must respond with sealed proposals marked “Official Notice #22-2016” proposals must be received prior to 10:30 am on December 7, 2016 to:

Kathryn Kasper  
City of Racine Purchasing Department  
730 Washington Avenue  
Racine, WI 53403

It is intended that the firm will be selected in December and the RDA will develop a scope of work with specific deliverables in the following weeks and have a contract executed with the selected vendor soon thereafter. Proposals received after the deadline will not be considered.

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#### SPECIAL NOTES

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RDA shall not be liable for any costs incurred by respondents to this RFP or for any costs associated with discussions required for clarification of items relating to this RFP.

RDA reserves the right to revise or amend the RFP in response to a need for further clarification, specification and/or requirement changes including new opening date prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFP. Copies of any such addenda will be furnished to all known RFP holders. Failure to acknowledge an amendment may result in rejection of the proposal.

The RDA reserves the right to reject any and all proposals. The RDA reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the RDA may negotiate a contract with the next highest scoring proposer.

Some or all of the work performed under the contract may be subject to federal/and or state contractual and crosscutting provisions. The RDA hereby notifies the respondents that a successful award may be contingent upon the agreement and ability of the selected respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act), and DBE utilization.

**CONFLICT OF INTEREST:** In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the RDA. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the City of Racine.

**GOOD STANDING:** Your firm must be in compliance with Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status.

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#### INSURANCE

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The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the RDA.

It is hereby agreed and understood that the insurance required by the RDA is primary coverage and that any insurance or self-insurance maintained by the RDA, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, and each of them, will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the Contractor listed below whichever is longer.

1. PROFESSIONAL LIABILITY

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance for service/job.

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$2,000,000 general aggregate
- (4) \$2,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work
- (6) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE

A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident

B. Must cover liability for Symbol #1 - "Any Auto" - including Owned, Non-Owned, and Hired Automobile Liability.

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – As required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation, and an Employers Liability limit of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit

(3) \$100,000 Disease - Each Employee

5. UMBRELLA LIABILITY – If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. ADDITIONAL PROVISIONS

A. Primary and Non-contributory requirement - all insurance must be primary and noncontributory to any insurance or self-insurance carried by City of Racine.

B. Acceptability of Insurers - Insurance is to be placed with insurers that have an A. M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

C. Additional Insured Requirements - The following must be named as additional insureds on the General Liability and Business Automobile liability coverage arising out of project work:

The RDA, its elected and appointed officials, officers, employees, authorized representatives, and volunteers.

On the Commercial General liability Policy, the additional insured coverage must be ISO form CG 20 10 0704 and also include Products - Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 year after acceptance of work. This does not apply to Workers Compensation Policies.

D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the RDA.

E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the RDA a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or their equivalent.