



**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL**

**REAL ESTATE SERVICES – BROAD LISTING BROKER**



Prepared by Jeremy Smith

Community Development

May 04, 2023

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**REQUEST FOR PROPOSAL**

**REAL ESTATE SERVICES – BROAD LISTING BROKER**

Ogden City is requesting sealed proposals from qualified offerors to provide broad listing real estate services including initial property setup and MLS listings.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 1<sup>st</sup> Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **May 25, 2023, no later than 3 PM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

**Ad Published:** May 6 & 13, 2023

# OGDEN CITY CORPORATION

## REQUEST FOR PROPOSAL

### REAL ESTATE SERVICES – BROAD LISTING BROKER

#### I. INTRODUCTION

Ogden City desires to use one or more Broad Listing brokers for the acquisition and disposition of real property on behalf of Ogden City. The selected broker(s) will work under the direction of Ogden City Community Development staff in conjunction with current city housing and redevelopment programs.

#### **Goals/Objectives**

Ogden City Community Development Division may choose to use one or more Broad Listing Brokers to provide services where:

- Ogden City purchases residential properties, renovates them, and makes them available to eligible buyers.
- Ogden City builds new housing units and makes them available to eligible buyers.
- Ogden City owns vacant land, and markets that land for potential housing renovation and/or developments.

It is anticipated that this RFP process will result in one OR may result in multiple contract award. The RFP document will become part of the final contract. The contract will be issued for a period of one (1) year with the possibility of two (2) options to extend one-year each renewal.

#### II. SCOPE OF WORK or SPECIFICATIONS

##### Duties of the Broad Listing Broker will include:

- Coordination with rehabilitation contractor on completion and final preparation for showing.

- Key boxing
- Perform comparative market analysis reports for all properties prior to listing. Perform comparative market analysis reports for other Community Development functions.
- Coordination with Ogden City regarding sales information, for both MLS and Ogden City website.
- Placing the property on the Multiple Listing Service.
- Inspections & Reporting to Ogden City (minimum once per 30-days)
- Deliver sales offers to Ogden City staff, who will perform substantive reviews for program qualification and will prepare any needed program compliance addendums.
- Refer all questions relative to program qualification to Ogden City staff.
- Other functions as negotiated between Ogden City and the successful respondent.

Other:

- This will not be an exclusive listing agreement for all Ogden City Community Development Properties. Ogden City will decide on the preferred sales method on a case-by-case basis. Additional Request for Proposals may be advertised for specific projects.
- Broad Listing Broker will be responsible for showing properties and coordinating sales offers.
- Commission – typically 1% - 3% of sales price, paid from proceeds of sale at closing. Homes listed are typically at 1%. May be negotiated on a case-by-case basis.
- Ogden City and the successful respondents will enter into a Professional Services Agreement for a period of one year, renewable for a maximum of 2 years.
- There is no guaranteed number of properties where services will be required. The city reserves the right to choose which broker will be selected for the purchase and or sale of each property. Being selected as a broker under the RFP does not guarantee a

specific number of listings or purchases the city will enlist services from the respondent.

Outline of Expectations:

- Respondent must be a principal broker, and the Professional Services Agreement will be between Ogden City and the principal broker.
- Member of Multiple Listing Service.
- Significant experience in real estate marketing and sales.
- Significant experience in marketing and selling HUD homes and other REO properties. Includes experience as an REO listing broker for HUD or other entity.
- Knowledge of Ogden's housing, neighborhoods, demographics, and real estate market.
- Commitment to and experience in marketing and selling homes in central Ogden, and in working with low to moderate income buyers.
- Familiarity with Ogden City's homeownership and neighborhood programs.
- Ability to assist Ogden City in successfully branding its programs and properties.
- Ability to speak Spanish is an advantage.

**III. RESPONSE TO RFP**

Ogden City is seeking proposals from offerors capable of providing all the work described in the Scope of Work including attachments.

Each Proposal must include, as a minimum, the following information:

1. Table of Contents
2. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.

- a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
3. Company Experience - A description of the firm's experience and capability of fulfilling this contract if awarded.
  - a. Include company history with biographies and/or resumes for principal contacts.
4. Marketing Plan: Narrative on Approach to Scope of Proposal. Please describe your proposed approach to addressing each aspect of your plan to market and sell a home once a listing is provided to you. Each phase should be clearly addressed, demonstrating an understanding of the scope of work we are suggesting.
5. Project Schedule: Please include a graphic schedule or timeline of typical real estate transaction, detailing major milestones, etc.
6. Fees: Commission Required 1% - 3% of sales price (typical), paid from proceeds of sale at closing. Submit fee proposal for any additional services offered in the proposal.
7. Appendix: (any additional pertinent information)

For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Submitted as loose leaf with binder clip
- b. Submitted in a regular 3-ring binder

Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1.](#)

#### **IV. EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with the criteria listed in the outline of expectations above. The proposals will be weighted overall as follows:

A. Overall Qualifications	10%
B. HUD / REO Experience	10%

C. Project Team	10%
D. Experience in Ogden City	10%
E. Ogden City Housing Program Experience	10%
F. Availability and response time	10%
G. Marketing Plan	20%
H. Cost / fee proposal	20%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

## **V. SUBMISSION OF PROPOSALS**

**By May 25, 2023, no later than 3 PM;** proposers shall submit six (6) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

***Submit Proposal To:***

Ogden City Corporation

c/o 1<sup>st</sup> Floor Information / Constable Desk

ATTN: Purchasing Office

**“REAL ESTATE SERVICES – BROAD LISTING BROKER”**

2549 Washington Blvd.

Ogden, UT 84401

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information / Constable Desk (west entrance of the building) at the same address.

**No facsimile or email transmittals will be accepted.**

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

## VI. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

a. The amount of insurance shall not be less than:

i) Real Estate Agents Errors and Omissions Liability: Minimum of \$2,000,000 in general aggregate with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

b. Each insurance policy required by this Agreement shall contain the following clauses:

i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".

ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

## **VII. GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Recorders Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://pr->

[ogdenut.mycusthelp.com/WEBAPP/\\_rs/\(S\(suopfgrvelrynrtnwqydhpu0\)\)/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2](http://ogdenut.mycusthelp.com/WEBAPP/_rs/(S(suopfgrvelrynrtnwqydhpu0))/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2)

## **VIII. ADDITIONAL INFORMATION**

**Price Guarantee:** All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

**Price Reductions:** It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract number, and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:
  - Ogden City Corporation
  - Community Development Division
  - 2549 Washington Blvd. Suite 120

Ogden, Utah 84401

Or;

Email invoices to: [jeremysmith@ogdencity.com](mailto:jeremysmith@ogdencity.com)

## **IX. GOVERNING INSTRUCTIONS**

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

## **X. RFP SCHEDULE**

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	May 5, 2023
1 <sup>st</sup> Ad – Standard Examiner	May 6, 2023
2 <sup>nd</sup> Ad - Standard Examiner	May 13, 2023
Last day for Q&A	May 18, 2023; No later than 10 AM
RFP Response Deadline	May 25, 2023; No later than 3 PM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

## **XI. CONTACT INFORMATION**

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

The question-and-answer period ends at 10 AM on May 18, 2023.

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

**Thank you for your interest in doing business with Ogden City.**