



**CITY OF LITTLE ROCK, ARKANSAS**

**REQUEST FOR PROPOSALS**

**FOR**

**12TH ST POLICE STATION MIXED USE SPACE**

**BID 15148**

**RFP Issue Date:**

6/2/15

**Responses Due By:**

**2:00 p.m. on June 16<sup>th</sup>, 2015**

**Pre-Bid Meeting**

**None**

# **City of Little Rock, Arkansas Request For Proposals For City Owned Mixed Use Property**

## **Project Intent**

The City of Little Rock is seeking real estate consultant services to apprise and market space for the 12<sup>th</sup> Street Station located at 3917 W. 12<sup>th</sup> Street for mixed use purposes.

## **General**

The City constructed the 12<sup>th</sup> Street Station a 44,000 square foot building which is a Silver LEED (Leadership in Energy and Environmental Design) Certified and mostly used for the purpose of Little Rock Police Department functions, however 7,966 square feet on the eastern part of the first floor is to be used for mixed use purposes. It is the intent of the City to lease this space to tenants that will provide needed services that don't currently exist within the 12<sup>th</sup> Street Community.

## **2. Scope of Services**

The following list identifies real estate consultant services to be provided by the successful bidder. Notwithstanding the detailed scope of services, the successful bidder will work as an independent consultant and will not be considered an employee of the City of Little Rock. The following list is not intended to be all inclusive as unanticipated situations may arise that require additional assistance. The City of Little Rock reserves the right to contract for less than all of the listed services.

### **2.01 Pre-Listing Activities:**

- a) Make appointment with City of Little Rock contact person for listing presentation.
- b) Research the current market value of commercial properties in the area to determine how much the square footage value would be within the described space.
- c) Advertise that the space is available for potential tenants, all advertising must be reviewed and approved by the City Manager.

### **2.02 Enter the Property in the Multiple Listing Service Database:**

- a) Prepare the MLS Profile Sheet - the consultant is responsible for quality control and accuracy of the listing data.
- b) Enter the property data from the Profile Sheet into the MLS Database.
- c) Proofread the MLS Database listing for accuracy – including proper placement in the mapping function.
- d) Add the property to the Active Listings list.
- e) Provide the City of Little Rock with signed copies of the Listing Agreement and the MLS Profile Sheet Data Form within 48 hours.
- f) Take photos of the property for upload into the MLS site and for use in flyers.

### **2.03 Market the Listing:**

- a) Create print and Internet ads with input from the City of Little Rock contact person.
- b) Coordinate showings of the property with the City of Little Rock, tenant and other realtors.
- c) Prepare mailing and contact list.
- d) Prepare flyers for each property.
- e) Prepare a property marketing brochure for review by the City of Little Rock.
- f) Arrange for printing or copying of marketing brochures and fliers.
- g) Upload listing to consultant's Internet site, if applicable.
- h) Provide marketing data to buyers who utilize international relocation networks.
- i) Provide marketing data to buyers who utilize a referral network.
- j) Submit ads to the company's participating Internet real estate sites.
- k) Reprint and provide brochures promptly as needed.
- l) Review and update loan information in the MLS as required.
- m) E-mail or fax feedback information to buyers' agents after showings.
- n) Advise City of Little Rock contact person if changes would help to accelerate the sale, based on feedback from buyers' agents.
- o) Contact the City of Little Rock on a weekly basis to discuss marketing and pricing.
- p) Promptly enter authorized price changes in the MLS Database.

### **2.04 Offer and Contract.**

- a) Receive and review all Offers to Purchase submitted by buyer or buyer's agent.
- b) Counsel the City of Little Rock with respect to offers. Explain the merits and weaknesses of each component.
- c) Approval by the City of Little Rock, and set time limits for loan approval and for the closing date.
- d) Email copy of negotiated contract and all addenda, in Word format, to closing attorney for the City of Little Rock.

### **2.05 The Appraisal:**

- a) Schedule the appraisal.
- b) Provide comparable sales used in market pricing to Appraiser.
- c) Follow-up on Appraisal.
- d) Assist the City of Little Rock in questioning the Appraisal Report if it seems too low.

## **3. Minimum Qualifications**

**3.01 Minimum Qualifications.** In order to be considered for the RFP selection process, the bidder must document the following qualifications at a minimum:

- a) At least five (5) years of experience in real estate consultant services with a minimum of three (3) years working in the Little Rock housing market.
- b) An established Little Rock real estate office.
- c) Familiarity with Little Rock neighborhoods.

- d) The ability to carry out the activities described in the Scope of Services above.
- e) The ability to assign qualified personnel to carry out required services.
- f) Current business and professional licenses and certificates as required by state, and local law.
- g) A proven track record of successful completion of this type of work.

**3.02 References.** In addition to documentation that establishes the bidder’s qualifications, each submission must include a minimum of three (3) references for real estate consultant services provided. The City of Little Rock reserves the right to obtain additional information about the bidder’s past performance.

## **4. General Contract Requirements**

**4.01 Priority.** This RFP and the Terms and Standard Conditions for all City of Little Rock invitations for bid become a part of the successful bidder’s contract. In the event of a conflict, this RFP overrides the City’s Terms and Standard Conditions.

**4.02 Taxes.** The successful bidder must register with and remit taxes directly to the Arkansas Department of Finance and Administration.

**4.03 Term.** The term of the real estate consultant agreement shall be one (1) month with City of Little Rock option to renew the agreement, subject to the possibility of early termination as described in Subsection 4.08 below.

**4.04 Governing Law.** The real estate consultant agreement shall be governed by and construed under the laws of the City of Little Rock and State of Arkansas, as applicable. In the event of any legal action to enforce or interpret the agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas.

**4.05 Compliance.** The successful bidder must comply with applicable State laws and local ordinances and regulations in effect during the term of the agreement and must agree not to discriminate against any individual because of race, religion, gender, age, color, national origin or disability, as such relates to the performance of the agreement.

**4.06 Recordkeeping.** The successful bidder shall maintain all financial and accounting records related to the real estate consultant contract in accordance with generally accepted principles of accounting. Such records shall be made available, upon request, to the City of Little Rock during the term of the agreement.

**4.07 Indemnification.** The successful bidder shall indemnify, hold harmless and defend the City of Little Rock from and against any claims, demands, debts, damages, actions, causes of action and judgments arising out of or in connection with the following:

- a) Any act, omission or negligence of the successful bidder or its agents related to its performance under the real estate consultant agreement.
- b) Any claim or action by a third party against the City of Little Rock alleging that the services provided by the successful bidder infringe on the third party’s intellectual property rights.

- c) Any claim against or liability of the City of Little Rock arising from the successful bidder’s violation of any law, ordinance or regulation applicable to the service provided under the agreement.
- d) Any taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority arising out of the failure of the successful bidder to remit federal, state or local taxes during the term of the agreement.

**4.08 Early Termination.** The real estate consultant agreement may be terminated prior to the expiration date for any of the following reasons:

- a) If either party fails to perform its obligations under the agreement and such failure continues for a period of thirty (30) days after written notice of default, the other party shall have the right to terminate the agreement.
- b) The City reserves the right to terminate the maintenance agreement for loss of public funding by providing a minimum of ninety (90) days written notice to the consultant.

**4.09 Modification.** No provision of the real estate consultant agreement may be amended without a written addendum signed by the parties to the agreement.

**4.10 Statutory Immunity.** Nothing in the real estate consultant agreement shall be construed as limiting the City’s statutory immunity.

**4.11 Assignment.** The real estate consultant agreement shall not be assigned by either party without the prior written consent of the other party.

**4.12 Independent Contractor.** The Consultant shall not be considered an employee of the City, but shall at all times, and in all respects, have the rights and liabilities of an independent contractor.

**4.13 Third Party Contracts.** Nothing contained in the real estate consultant agreement shall create a contractual relationship with, or cause of action in favor of, a third party against the City or the Consultant.

**4.14. Arbitration.** The real estate consultant agreement shall not require consent to arbitration or mediation of disputes related to the agreement.

## 5. Submission Requirements

**5.01 General.** The submission procedure will be a two (2)-step process. Submissions must be submitted in two (2) parts placed in a sealed package, with each part to be in a separate sealed envelope. One sealed envelope is to contain qualifications as detailed below and the second envelope is to contain the amount bid for a one-month contract. It is the intent of the City to receive proposal submittals that are specific and thorough, yet concise and to the point, with a minimal amount of marketing material or “boilerplate” language. All materials submitted become the property of the City of Little Rock and will not be returned unless a self-

addressed and stamped envelope, with sufficient postage, is provided. The City of Little Rock will make every effort to protect submitted materials; however, it will not be responsible for any loss or damage. The City of Little Rock reserves the right to reject any and/or all applications.

**5.02 Contents.** Each Proposal submission must be organized as follows:

Part 1: A sealed envelope labeled “**BID 15148 – 12<sup>th</sup> Street Station Mixed Use Space**” is to contain **an original and 6 copies** of the following:

- a) Identification of the city project and bid number.
- b) The legal name, address and telephone number of the bidder’s real estate company and whether the business is a corporation, firm, partnership, limited liability company or individual. Provide a brief description and history of the company.
- c) The name, title and telephone number of the contact person who is authorized to act for, and bind, the real estate company.
- d) Signature of the official who is authorized to sign contracts on behalf of the bidder.  
**UNSIGNED PROPOSAL SUBMISSIONS WILL NOT BE CONSIDERED.**
- e) The address and phone number of the office that will perform the work, if different.
- f) The bidder’s technical approach: method and scheduling used to accomplish the required services effectively and efficiently.
- g) Financial capabilities: disclosure of any upcoming changes in the structure of the company; description of professional or commercial insurance coverage.
- h) Experience:
  - (i) List all disciplines represented on staff and the number of persons in each discipline, including administration;
  - (ii) Provide the name and addresses of all consultants or associates who will be used to provide the services;
  - (iii) Provide brief resumes of key personnel.
  - (iv) Describe at least three (3) examples of past work which illustrates current relevant qualifications, giving the bidder’s responsibilities, and the property owner’s name and contact information;
  - (v) Provide a narrative of any additional information that supports the company’s qualifications.

**NOTE: Bidders who include any financial information in the envelope for Part 1 – Qualifications, including costs or fees for previous work or costs or fees proposed for this Work, shall be disqualified from consideration.** The bid amount financial information is to be provided only in the envelope for Part 2.

Part 2 shall be the signed bid placed in a sealed envelope labeled “**BID# 15148 – 12<sup>th</sup> Street Station Mixed Use Space**”, which shall be written on the attached Part 2, showing the amount bid for the contract. It shall be signed and dated by a representative of the bidding company.

Parts 1 and 2 (the two separately sealed and labeled envelopes) shall be placed in a sealed package labeled “**BID# 15148** – 12<sup>th</sup> Street Station Mixed Use Space” and delivered to the Purchasing Agent at the address listed below by the bid deadline, which is no later than 2:00 p.m. (Local Time) on June 16<sup>th</sup>, 2015.

**Submission of Proposals:** The address for the submission of proposals is as follows:

Mr. Abdoul Kabaou  
Purchasing Manager  
City of Little Rock  
500 West Markham, Room 300  
Little Rock, Arkansas 72201

**Failure to follow instructions in this RFP will be cause to reject the bid.**

Any proposals received other than as stated above or that are received after the above-stated time and date will not be considered. It shall be sole responsibility of the bidder to have the proposal delivered to the Purchasing Office for receipt on or before the above-stated time and date. Materials included in the Proposal Packet must document that the bidder meets the minimum qualifications and should support the evaluation criteria attached to this RFP. The official who is authorized to sign contracts on behalf of the bidder must sign the Proposal Submission in ink. **UNSIGNED PROPOSAL SUBMISSIONS WILL NOT BE CONSIDERED.**

**Selection Process**

As approved by the City Manager, a selection committee will review all applicable submissions and will score each proposal according to criteria for selection noted within this document and record their scores on a selection-rating sheet (see attached sample sheet). After scoring and ranking all proposals, the committee may elect to conduct reference interviews and structured personal interviews with the qualified firms in order to make its final selection.

Those firms whose submissions achieve an average score of 90% or above on Part 1 by the selection committee will be considered qualified and only qualified firms are eligible to have their Part 2 financial information considered. The lowest priced qualified proposal will then be chosen to secure a contract for recommendation to Little Rock Board of Directors.

**Additional Information**

If you have any other questions or need any additional information, please call Frederick Gentry, Special Projects Administrator, at 501-371-4480 or email [fgentry@littlerock.org](mailto:fgentry@littlerock.org)

**5.03 Amendments.** This RFP and the City’s Standard Terms and conditions for Invitations to Bid shall not be changed except by official written addendum issued by the City of Little Rock Purchasing Agent and posted on the City’s website at [www.littlerock.org](http://www.littlerock.org). **IT IS THE BIDDER’S RESPONSIBILITY TO REVIEW THE CITY OF LITTLE ROCK BID INFORMATION ONLINE TO ENSURE THAT THEY HAVE RECEIVED AND RESPONDED TO ALL AMENDMENTS TO THE RFP.**

**5.04 Questions.** All questions regarding this RFP must be submitted in writing to Frederick Gentry, City of Little Rock Special Projects Administrator, at [fgentry@littlerock.org](mailto:fgentry@littlerock.org). Questions must be submitted no later than 6/16/15. Any clarification of this RFP will be published on the City’s website [www.littlerock.org](http://www.littlerock.org). The City will respond to all questions no later than 6/19/12.

**5.05 Reservation.** The City of Little Rock reserves the right to reject any and all Proposal submissions and to waive minor deviations and informalities. Publication of this RFP does not commit the City of Little Rock to contract for services. The City will not be responsible for any costs incurred by the bidder in preparing or submitting its Proposal Packet.

**5.06 Selection Process.** At the above-noted time and location, the Proposal Packets will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information Act. Qualifications submissions will be evaluated by a review committee appointed by the Little Rock City Manager. A list of selection criteria that will be used to evaluate each bidder’s qualifications is attached to this RFP as **Attachment A**.

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## Attachment A

**SCORING SHEET:****A. Specialized Experience and Technical Competence (40 Points Possible\*)**

1.	Experience with Pre-Listing Activities	5 Points Maximum
2.	Experience with Listing Activities	5 Points Maximum
3.	Knowledge and Experience with City and State Requirements	5 Points Maximum
4.	Experience with Financial Management	5 Points Maximum
5.	Experience with Contract Management	5 Points Maximum
6.	Experience with Competitive Bidding Process	5 Points Maximum
7.	Experience with Marketing Properties	5 Points Maximum
8.	Experience with Real Estate Closings & Post Closing Activities	5 Points Maximum
<b>TOTAL POINTS SCORED SECTION A</b>		<b>40 TOTAL Points Maximum</b>

**B. Performance (15 Points Possible\*)**

1.	Ability to Meet Schedules and Deadlines	5 Points Maximum
2.	Control of Costs	5 Points Maximum
3.	Quality of Work	5 Points Maximum
<b>TOTAL POINTS SCORED SECTION B</b>		<b>15 TOTAL Points Maximum</b>

**C. Capacity and Capability of Firm to Perform Work (15 Points Possible\*)**

1.	Staff to be Assigned	5 Points Maximum
2.	Staff Experience	5 Points Maximum
3.	Staff Time Available	5 Points Maximum
<b>TOTAL POINTS SCORED SECTION C</b>		<b>15 TOTAL Points Maximum</b>

**D. Proximity to and Familiarity with Project Area (10 Points Possible\*)**

1.	Convenient proximity to project to facilitate sufficient contact.	5 Points Maximum
2.	Familiarity with Little Rock neighborhoods.	5 Points Maximum
<b>TOTAL POINTS SCORED SECTION D</b>		<b>10 TOTAL Points Maximum</b>
<b>TOTAL POINTS SCORED</b>		<b>SECTIONS A THROUGH D</b>
		<b>80 POINTS</b>

\* Numeric amounts are suggested guidance.

## PART 2

### City of Little Rock Police Department Bid No. 15148

The amount bid for the 12th St Police Station Real Estate Consultant Services is \$ \_\_\_\_\_ for a one month period.

Name of Company: \_\_\_\_\_

Signature of Authorized Company Representative: \_\_\_\_\_

Printed name of representative signing this bid: \_\_\_\_\_

Date: \_\_\_\_\_