City of Burlington

Request for Proposals

PROPERTY MANAGEMENT SERVICES

Issue Date: November 1, 2018

Due Date: November 26, 2018 4:00 p.m. (PST)

REQUEST FOR PROPOSALS

November 1, 2018

The City of Burlington is requesting proposals from qualified contractors for:
Property Management Services for City of Burlington rental property located at 1730 E. Whitmarsh Road

for the timeperiod:
beginning January 1, 2019 ending December 31, 2020 with an option for 2021.

PROJECT DESCRIPTION

The purpose of this Request for Proposal (RFP) is to solicit proposals from contractors to act as the exclusive leasing broker and agent for the City of Burlington's rental property with the responsibilities, terms and conditions set forth herein. The ideal contractor will have experience in marketing, leasing and maintaining single family properties.

REQUESTED SERVICES

The City of Burlington is seeking a property management firm to manage and rent/lease the City's 960 square foot rental property. The property is a single-family dwelling with 3 bedrooms and 1 full bath. The house is located at 1730 E. Whitmarsh Road in Burlington. The rental includes partial use of the detached garage.

Property management services would include:

1. Making valuation of rental fee according to market demand and preparing market analysis of the rental property establishing fair market rental value.
2. Providing tenants with 24-hour telephone contact numbers for emergencies.
3. Ordering repairs, services and maintenance for the rental property and grounds as requested by the City.
4. Advertisement of rental.
5. Screening and selecting tenant using the following tools:
    a. Credit application
    b. Personal and business reference checks
    c. Personal interviews
6. Preparing and executing rental agreements using only those rental forms approved by the City.
7. Determining and verifying insurance requirements for tenants when appropriate.
8. Re-keying locks for new tenants when appropriate.
9. Collection of rental fees and late charges as needed. Collection of deposit from tenant with additional deposit requirements for pets.
10. Yearly inspection of rental property including management plan and recommendation for maintenance needed.
11. Inspection of the rental property in the presence of the renter prior to move-in and upon move-out with completion of a detailed report for both inspections provided to the City.
12. Providing a monthly itemized report/statement for the rental property clearly indicating the income received, income withheld for services, and description of services.
13. Acknowledgement and compliance with the provisions of the Landlord/Tenant Act of Washington State, particularly concerning deposits (RCW Chapter 59.18).

City of Burlington • 833 S. Spruce Street • Burlington, WA 98233 • (360) 755-0531

RESPONSE REQUIREMENTS

- ❑ Qualifications and Experience: Summarize your firm's qualifications, experience and special expertise in providing the Requested Services. Include résumés for key personnel.
- ❑ Project Approach: Provide a brief overview of your firm's property management philosophy, methods and practices and how they would meet the needs identified in under "Requested Services" section found on page-2. Describe how communication and reporting would occur between you, the tenants and the City.
- ❑ Pricing Methodology: Provide your firm's base property management fee expressed as a fixed monthly fee for property management services. Any additional fees above the fixed fee should be itemized as separate line items and priced as a cost reimbursement plus administrative markup with the markup clearly identified.
- ❑ References: Include a list of references of at least two (2) recent or current properties managed by your firm within the last four (4) years. Include contact names, telephone numbers and email addresses for the references. The City reserves the right to contact references without prior notification to your firm.
- ❑ Your firm's proposal must include:
    - Your firm's name, address, name of RFP representative and representative's phone number.
    - A statement of understanding and agreement by your firm to obtain a City of Burlington business license as a requirement for perming those services.
    - A statement indicating the number of calendar days the firm's proposal shall be valid. (The City's minimum number of days is 60.)
- ❑ Your proposal must be made in the official name of the firm or individual under which the business is conducted and must show the official business address. Your proposal MUST BE SIGNED by a person duly authorized to legally bind the firm submitting the proposal. A corporation must indicate place and date of incorporation.

LENGTH OF CONTRACT

The length of the contract is expected to be a 2-year term with a City option to extend for one (1) additional year.

RFP CONTACT

Upon release of this RFP, all communications concerning the RFP must be directed to the RFP Coordinator listed below. Any oral communications will be considered unofficial and non-binding upon the City. RFP respondents should rely only on written statements issued by the RFP coordinator.

Coordinator: Jim Rabenstein
Address: 900 E. Fairhaven Avenue
Burlington, WA 98233
Email: JimR@burlingtonwa.gov
Phone: (360) 661-4394

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals must be received no later than 4:00 p.m. (PST) on Monday, November 26 2018.

- EMAIL: The City prefers to receive submissions by email sent to JimR@burlingtonwa.gov. Emailed documents must be in MS Word or PDF format and cannot exceed 10MB in a single email. The email's subject line should include "Property Management Services RFP".

- MAIL OR DELIVERY: As an alternate to email, **sealed** proposals can be mailed or delivered to:

  City of Burlington Finance Department
  833 S. Spruce Street
  Burlington, WA 98233

  Paper proposals must be received in a **sealed envelope** with the identifier "Property Management Services RFP" clearly marked on the outside of the envelope. The responding contractor's name and address must also be clearly indicated on the outside of the envelope.

- SUBMITTED PROPOSALS MUST INCLUDE:
  1. Cover Letter
  2. Proposal Summary
  3. Signed Acceptance of Terms and Conditions
  4. Customer References
  5. Fee Schedule

- THE FOLLOWING ITEMS APPLY TO ALL SUBMITTED PROPOSALS:
  - Addendum or Supplement to Request for Proposal
    In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each contractor. The City reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.
  - Late Proposals
    Proposals received after 4:00 p.m. (PST) Monday, November 26, 2018 will not be accepted.
  - Rejection of Proposals
    The City of Burlington reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept the portion of the proposal or all items if deemed in the best interest of the City of Burlington.
  - Response Material Ownership and Protection
    All material submitted regarding this RFP becomes the property of the City of Burlington and will only be returned to the contractor at the City's option. Responses are public record and may be reviewed by any person after the final selection has been made. The City of Burlington reserves the right to use any or all ideas presented in reply to this request. Disqualification of a contractor does not eliminate this right. If proprietary or protected information is provided in the proposal, it must be clearly identified in the proposal with references to appropriate patents, or other applicable state or federal laws.
  - Incurring Costs
    The City of Burlington is not liable for any costs incurred by the contractor prior to issuance of an agreement, contract, or purchase order. This includes any costs associated with a requested demonstration or presentation.

- Acceptance of Proposal Content
  The contents of the proposal of the successful contractor may become contractual obligations if the City of Burlington wishes to execute a contract based on the submitted proposal. Failure of the successful contractor to accept these obligations in a professional services contract or similar instrument may result in cancellation of the award, and such contractor may be removed from future solicitations.

CONTRACT

The successful contractor shall be required to sign a professional services contract with the City relating to the work to be performed. Such contract shall include, but is not limited to, the following articles: method of compensation, time of performance, specifications of the equipment, duties of the contractor, termination of the contract, ownership of material, changes, submission of material, and obligations of the City. A sample professional services contract is attached to the RFP.

SELECTION

Selection of the contractor will be based upon contractor's overall qualifications, demonstrated knowledge and experience, willingness to meet time requirements, total cost of contractor's proposal and contractor's customer service standards. The City reserves the right to request an interview if necessary to make a selection.

In making a proposal, the contractor hereby certifies that he/she has reviewed this RFP and is familiar with all conditions contained therein.

City staff will review all proposals. Final selection of the contractor will be made by City staff and authorized, via contract award, by City Council.

RFP TIMELINE

November 1	RFP Release
November 26	Proposals Due
November 27-30	Review of Submitted Proposals
December 3-5	Interviews, if needed & Selection
December 6-7	Contract Preparation
December 13	City Council Review

Acceptance of Terms and Conditions

Use this form to indicate exceptions your firm takes to any terms and conditions listed in this RFP, including the City's standard Professional Services Agreement.

If your firm takes no exception to the specifications, terms, and conditions of this RFP please indicate so by responding with "No exceptions made". No exceptions made shall mean the proposer accepts the conditions, terms and specifications of the RFP.

Proposals which make exception to the specifications, terms or conditions of this RFP or offer substitutions must explicitly state the exception(s), reason(s) therefore, and language substitute(s) (if any) in this section of the proposal response.

By: _____ _____

Signature *Printed Name*

Title: _____

Date: _____

No Exceptions Made

Exceptions are as follows:

City of Burlington • 833 S. Spruce Street • Burlington, WA 98233 • (360) 755-0531

CONTRACT NO. _____ DEPARTMENT:

FEDERAL TAXPAYER I.D. CONSULTANT:

SERVICES PROVIDED:

AMOUNT: $ FUND SOURCE:

DURATION: FROM: TO:

AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2018, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and **_____,** (hereafter referred to as "Provider").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider for providing of services; and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services; and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City and the Provider are desirous of entering into an agreement to formalize their relationship.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Provider do mutually agree as follows:

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:
   a. All services shall be provided based upon Task Orders issued by the City. The Public Works Director or his/her designee will initiate the task order by developing a preliminary written document listing elements of work. The Provider will consider the preliminary task order, and provide an estimate of costs to the Public Works Director or his/her designee. Upon approval of the estimate, a Task Order similar in format to Exhibit "A," shall be issued by the City with approval to proceed.

SAMPLE

b. The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted on or before _____, 2018; except that Task Orders issued prior to contract expiration may continue until completion.

3. CONSIDERATION:

The City shall pay to the Provider for work and/or services as follows: The sums billed to the City shall not exceed the total sum of $_____. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement and in accordance with the Schedule of Rates depicted in Exhibit "B". Any deposits paid by the City in advance shall be offset against amounts billed, and shall be reflected in the Provider's invoice.

4. RELATIONSHIP:

The City and Provider intend that an independent contractual relationship be created by this Agreement. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement.

Further, in the event the Provider has failed to perform any substantial obligation to be performed by the Provider under this Agreement, then the City may, upon written notice to the Provider, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

SAMPLE

6. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes to the Agreement. Any and all agreed modifications shall be in writing and signed by each of the parties.

7. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means are deemed by the City.

9. DEFENSE & INDEMNITY AGREEMENT:

Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. This provision of this section shall survive the expiration or termination of this Agreement.

10. NO THIRD-PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the parties hereto only, and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

11. PROOF OF INSURANCE:

The Provider shall provide proof of insurance for general comprehensive liability in the amount of $1,000,000 per occurrence to cover activities during the term of this Agreement and $2,000,000 in the aggregate. Proof of insurance shall be in a form acceptable and approved by the City. A certificate of insurance

SAMPLE

naming the City of Burlington at 833 S. Spruce Street, Burlington, WA 98233, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees as additional insureds shall accompany this Agreement for signing.

The Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Provider, its agents, representatives, or employees.

a. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Provider.
b. The Provider shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

Subcontractors:

The Provider shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

12. EQUAL OPPORTUNITY EMPLOYER:
The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

13. GOVERNING LAW:
This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

14. VENUE AND JURISDICTION:
All parties shall submit and not object to jurisdiction and venue being that of Skagit County, Washington, in connection with any claims arising out of this Agreement.

15. SEVERABILITY:
If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

16. WAIVER:
Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this

SAMPLE

Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

17. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

18. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld.

20. HEADINGS:

The headings to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

21. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington
ATTN: City Clerk
833 S. Spruce Street
Burlington, WA 98233

With additional copies to:

Burlington Parks and Recreation Department
900 E. Fairhaven Ave.
Burlington, WA 98233
and
Burlington City Attorney
833 S. Spruce Street
Burlington, WA 98233

Any notices to be sent to Provider shall be sent to the following address:

Name of Company
Address
City, State and Zip

SAMPLE

22. AUTHORITY:

Each individual executing this Agreement on behalf of the City and the Provider represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Providers.

IN WITNESS WHEREOF, the City and the Provider have executed this Agreement as of the date and year last written below.

CITY OF BURLINGTON

_____
Steve Sexton
Mayor

_____
Jennifer Berner
Parks and Recreation Director

Attest:

_____
Renee C. Sinclair, CPFO
Director of Budget & Accounting

Approved As To Form

_____
Leif Johnson, City Attorney

PROVIDER:

By: _____

Name
Company Name
Tax ID Number:
UBI Number:

SAMPLE

EXHIBIT A

SCOPE OF WORK
CITY OF BURLINGTON, WA

SAMPLE

EXHIBIT B

SCHEDULE OF RATES

Professional Service Classification	Rate/Hour

SAMPLE