



City of Beverly Hills  
California

**REQUEST FOR PROPOSALS**  
# 17-53

**RESIDENTIAL REAL ESTATE BROKER SERVICES**  
December 1, 2017

**1. Overview**

The City of Beverly Hills is hereby requesting proposals from qualified, real estate brokers to assist with the sale of a City-owned single-family residential property. It is the intent of this Request for Proposals (RFP) to have the successful broker enter into a professional services contract with the City to provide real estate services as outlined herein.

The City is seeking a broker with experience in marketing, leasing and selling properties for owners of residential properties to best position. The broker should have familiarity with laws and practices applicable to municipal real estate matters, including relevant local land use and zoning controls for properties as governed by all federal and state laws and the Beverly Hills Municipal Code.

The subject property is located at 265 S. La Peer Drive, Beverly Hills, California, 90211 (APN# 4333-003-900).

**2. Staff Contact**

If there are any questions concerning this RFP, please include both of the following City staff in all correspondence by email only.

- Timothy Hou, Assistant to the City Manager                            [thou@beverlyhills.org](mailto:thou@beverlyhills.org)
- Logan Phillippe, Senior Management Analyst                        [lphillippo@beverlyhills.org](mailto:lphillippo@beverlyhills.org)

**3. Scope of Work**

The City desires to sell a single-family residential property located at 265 S. La Peer Drive, Beverly Hills, California, 90211 (APN# 4333-003-900). It is approximately 1,977 square feet and was built in 1928. It contains 3 bedrooms and 2.5 bathrooms and an accessory dwelling unit above the garage. The City desires to list, show, and complete disposition of the subject property expeditiously. The sale timeline will vary depending upon buyer interest and offers received. Photographs of the subject property exterior may be found in Attachment 1.

As a public entity, the City of Beverly Hills is subject to State of California laws regarding the sale of surplus property.

Additionally, as part of the Scope of Work, the successful Respondent will:

- Provide professional and comprehensive written consultations regarding market values regarding market values
- Conduct strategic planning for property disposition
- Organize and host property open houses/showings
- Provide progress updates and maintain timely telephone and e-mail contact with assigned staff
- Discuss the project at public meetings, if necessary
- Consult with City on real property deed restrictions and/or conditions (e.g., easements, covenants, etc.)
- Handle all other customary activities and services associated with real estate transactions, including, but not limited to the following:
  - Properly disseminating all relevant disclosures
  - Assisting in negotiations
  - Listing property on all appropriate forums
  - Coordinating with prospective buyers on any inspections
  - Providing professional photography
  - Listing the property
  - Coordinating with escrow and title

#### **4. Payment of Commission/Compensation**

As part of this RFP, Respondents must include all proposed terms and fees, including the commission rate and any other costs to provide the Scope of Work.

#### **5. RFP Schedule**

The following timeline shall govern the selection process and contract execution.

Solicitation/RFP issued:	<b>Friday, December 1, 2017</b>
*Site Visit (optional)	<b>Thursday, December 14, 2017 between 10:00 am and 11:30 am PST</b>
Deadlines for receipt of questions	<b>Friday, December 15, 2017 by 6:00 pm PST</b>
City response to questions	<b>Monday December 18, 2017 by 6:00 pm PST</b>
Proposal Due Date	<b>Friday, December 22, 2017 by 6:00 pm PST</b>
Estimated award date	<b>January 9, 2018</b>
Estimated start date	<b>January 10, 2018</b>

\*City staff will be available at the property at the date and time listed above to answer questions and to provide Respondents with an opportunity to view the property first-hand. City staff will record questions and include them in responses to all Respondents.

#### **6. Proposal Submittal Instructions**

Respondents' Proposals must be submitted electronically in one (1) single PDF document by the Proposal Due Date and time listed in the RFP Schedule. Late proposals will not be accepted.

Proposals must be submitted to all of the City staff listed in the Staff Contact section. The email's subject line must be titled "RFP No. 17-53 – Residential Real Estate Broker Services".

Respondent's failure to fully and adequately respond to this RFP may render the Respondent's proposal incomplete and is grounds for rejection by the City.

Proposals must be organized in the following order. Each section below should begin on a new page and include an appropriate heading that corresponds to the section.

- I. Cover Letter: Provide a one-page cover letter including company's name, address, and telephone number of the contact person(s) and who will be authorized to make presentations for the company. The cover letter must bear the signature of the person(s) authorized to sign on behalf of the Respondent and to bind the applicant into contract. Include the company's State of California real estate broker's license number.
- II. Profile and Qualifications of Respondent: This section shall include a brief description of the Respondent's organizational capacity. Include the number of years of experience the company has. Additionally, this section shall include a brief description of the Respondent's qualifications and previous experience on at least three (3) similar residential properties/transactions. Include samples of marketing materials for these properties. Provide the name, title, if applicable, and phone number of the clients of these properties to be contacted for references.
- III. Profile(s) of Key Personnel: For all key project personnel, list the name, title, and specific responsibility as it relates to the Scope of Work.
- IV. Proposed Marketing Plan and Timeline: This section shall include a detailed description of the marketing strategies the Respondent shall utilize. This shall also include any description of print materials, online marketing, furniture staging, open houses, etc. Include all relevant information.
- V. Proposed Term and Fee Schedule: Include the commission rate and any other costs for selling the property.
- VI. Signed W-9: Complete the form in its entirety and submit along with your proposal.
- VII. Proof of Liability Insurance: Upon award, the successful Respondent (or "Consultant") shall submit and maintain proof of insurance which complies with the requirements of the sample contract. These requirements apply to any sub-consultants in performance of the Scope of Work.

## 7. Questions

Questions regarding the Requests for Proposal are to be submitted by email only to all City staff listed in the Staff Contact section by the deadline for receipt of questions listed in the RFP Schedule. Any inquiry should state the question only, without additional information.

Questions emailed by potential Respondents and any additional information that the City provides in response to such questions will be posted on the City's website by City response to questions date and time listed in the Schedule of Work. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

## 8. Minimum Qualifications

Respondents must have been in the business of residential real estate broker services for at least five (5) years.

Respondents must have experience selling similar residential properties in Beverly Hills.

Respondent must possess a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State.

Respondents must provide complete proposals.

#### **9. Evaluation Criteria**

The City will evaluate the Respondents' proposals with the intent of selecting the most qualified Respondent. Evaluation criteria include, but are not limited to, the following:

- |  |       |
|--|-------|
| 1) Completeness and thoroughness of the proposal | (10%) |
| 2) Qualifications of Respondent                  | (40%) |
| 3) Proposed Marketing Plan                       | (40%) |
| 4) Proposed Term and Fee Schedule                | (10%) |

The most qualified Respondents may be selected to be interviewed by City representatives. The City reserves the right to interview as many or few Respondents as it deems appropriate. The City also reserves the right to make its selection without conducting interviews.

#### **10. Contract**

The City will prepare an agreement between the successful Respondent (or "Consultant") and the City. Attachment 2 includes a sample contract. The Respondent's standard form contract will not be considered as an acceptable substitute. The Respondent shall maintain at a minimum the insurance requirements specified in the sample Agreement.

#### **11. Indemnification Requirement**

The successful Respondent (or "Consultant") shall agree to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

#### **12. Additional Conditions and Information**

Respondents are responsible for all expenses associated with this RFP response. This RFP does not commit City of Beverly Hills to award a contract.

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a Respondent's proposal, issue another RFP with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the RFP.

By submission of a proposal, Respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including Respondents' proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

A Respondent's proposal may be withdrawn at any time prior to the Proposal Due Date.

Respondents are advised to become familiar with all conditions, instructions and Scope of Work governing this RFP. Once a contract has been executed, a failure to have read all the conditions,

instructions and specifications of this RFP document shall not be cause to alter the contract or for Respondent to request additional compensation.

The City will be the sole and exclusive judge of quality, compliance with RFP requirements or any other matter pertaining to this RFP. The City reserves the exclusive right to award a contract in any manner it deems to be in the best interest of the City.

**13. List of Attachments**

Attachment 1—Subject Property Photographs

Attachment 2—Sample Contract

Attachment 1: Subject Property Photographs



Attachment 1: Subject Property Photographs



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT'S NAME] RESIDENTIAL REAL ESTATE  
BROKER SERVICES

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS: insert street address  
insert city, state, zip code  
Attention: insert dept. head name, title

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Timothy Hou, Assistant to the  
City Manager

CONSIDERATION: to be inserted

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT'S NAME] RESIDENTIAL REAL ESTATE  
BROKER SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and [CONSULTANT Name], (hereinafter called "CONSULTANT").

RECITALS

- A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.
- B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or polices required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of

CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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LILI BOSSE  
Mayor

ATTEST:

---

BYRON POPE  
City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT

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LAURENCE S. WIENER  
City Attorney

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MAHDI ALUZRI  
City Manager

CONSULTANT:

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[INSERT NAME]  
[Insert Title]

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[INSERT NAME]  
[Insert Title]

**EXHIBIT A**  
**SCOPE OF WORK**

In accordance with all requirements of this Agreement, CONSULTANT's proposal for CITY RFP #17-52, and this Scope of Work, CONSULTANT shall perform the following services:

The City desires to sell a single-family residential property located at 265 S. La Peer Drive, Beverly Hills, California, 90211 (APN# 4333-003-900). It is approximately 1,977 square feet and was built in 1928. It contains 3 bedrooms and 2.5 bathrooms and an accessory dwelling unit above the garage. The City desires to list, show, and complete disposition of the subject property expeditiously. The sale timeline will vary depending upon buyer interest and offers received.

CONSULTANT acknowledges (1) that CITY is a public entity and is subject to State of California laws regarding the sale of surplus property and (2) that CONSULTANT understands can comply with the laws regarding the sale of surplus property.

CONSULTANT shall additionally provide professional and comprehensive written consultations regarding market values; conduct strategic planning for property disposition; organize and host property open houses/showings; provide progress updates and maintain timely telephone and e-mail contact with assigned staff; discuss the project at public meetings, if necessary; consult with City on real property deed restrictions and/or conditions (e.g., easements, covenants, etc.); and handle all other customary activities and services associated with real estate transactions, including, but not limited to the following: properly disseminating all relevant disclosures; assisting in negotiations; listing property on all appropriate forums; coordinating with prospective buyers on any inspections; providing professional photography; and coordinating with escrow and title.

EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES

[to be inserted]

## EXHIBIT C

## CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

## NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

B.

C.

## ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY:

Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_