



**Mark A. Cowart**  
Chief Information Officer

2222 "M" Street  
Merced, CA 95340  
(209) 385-7331  
(209) 725-3535 Fax  
[www.co.merced.ca.us](http://www.co.merced.ca.us)

Equal Opportunity Employer

**DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
PURCHASING**

Issue Date: March 17, 2011

**COUNTY OF MERCED  
REQUEST FOR PROPOSAL  
NUMBER 6562  
FOR**

**RESIDENTIAL REAL ESTATE AGENT SERVICES FOR NEIGHBORHOOD  
STABILIZATION PROGRAM**

Notice is hereby given that proposals will be received at the Merced County Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions.

**Proposals shall be clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and forwarded to:**

County of Merced  
Department of Administrative Services-Purchasing Division  
2222 "M" Street Merced, California 95340  
Attn: Kim Nausin, Purchasing Manager  
Telephone: (209) 385-7513  
Email: [knausin@co.merced.ca.us](mailto:knausin@co.merced.ca.us)

**Proposals may also be submitted electronically in Word 2003 or PDF format, with Signature Page scanned into document and placed as first page. Required documentation (i.e. financial) should be submitted as an attached PDF file. Submit to:**

[bidandrfp@co.merced.ca.us](mailto:bidandrfp@co.merced.ca.us)

Upon submission of proposal to [bidandrfp@co.merced.ca.us](mailto:bidandrfp@co.merced.ca.us) you will receive the following message, please retain for your records: "THIS IS TO ACKNOWLEDGE RECEIPT OF MERCED COUNTY PROPOSAL IN THE OFFICE OF ADMINISTRATIVE SERVICES FOR THE COUNTY OF MERCED."

Any Bidder who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services-Purchasing Division Office by the closing date.

**PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

**CLOSING DEADLINE DATE: 4:00 P.M., FRIDAY, MARCH 25, 2011**

**PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.**

All prospective bidders must comply with the [Terms and Conditions](#) listed on Merced County Web Site. Attachment A of Request For Proposal (RFP) will require written certification that the RFP is being submitted in compliance with the [Terms and Conditions](#) as stated on Merced County web page at 4:00 P.M. on date of close of RFP.

***STRIVING FOR EXCELLENCE***

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## SUBMITTAL CHECKLIST

**All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.**

1.     \_\_\_\_\_ Acknowledgement of Amendment(s) (If any)
2.     \_\_\_\_\_ Cover Letter
3.     \_\_\_\_\_ Table of Contents
4.     \_\_\_\_\_ Executive Summary
5.     \_\_\_\_\_ Exceptions
6.     \_\_\_\_\_ Bidder's Qualifications
7.     \_\_\_\_\_ Approach
8.     \_\_\_\_\_ Cost Proposal
- 9..    \_\_\_\_\_ Signature Sheet (Attachment A)
10.    \_\_\_\_\_ References (Attachment B)

## SECTION 1

### INTENT OF THE REQUEST FOR PROPOSAL

#### A. INTRODUCTION

The County is seeking a realtor/agent ("Agent") for its Neighborhood Stabilization Program (NSP). The services will include assisting the County with acquisition, marketing, and reselling approximately 14 single family homes within a specific targeted area in the unincorporated community of Winton.

This RFP is competitive and designed to enable the County to select the best proposal suited to acquire, market, and resell residential properties. The County reserves the right to reject any or all proposal responses not deemed acceptable. Selection will be primarily based on the qualifications of the Agent to perform the services outlined below as well as the lowest commission rate. Commission rate is a factor, not the determining factor.

The Agent will be required to have firsthand knowledge of the Winton real estate market.

#### B. BACKGROUND INFORMATION

The funding to acquire, rehabilitate, and resell the residential properties is provided by the U.S. Department of Housing & Urban Development (HUD) to support its efforts to reverse the effects of foreclosed properties. The County will purchase, rehabilitate, as necessary, and resell approximately 14 foreclosed, abandoned, or vacant single family homes located within a specific targeted area in Winton. The boundaries of the target area are generally Olive Avenue to the north, Walnut Avenue to the south, Chestnut Lane/North Onyx Avenue to the east, and Jones Road/Santa Fe Avenue to the west.

The selected Agent will be an independent contractor to the County and will be required to execute a professional services agreement or other contract form to be provided by the County.

The County will set the selling price of each previously acquired residential property in compliance with the NSP. The County has established a waiting list to be used for sales of these properties. Any interested homebuyers must place their name on this first come, first served list. Priority must be given to those on the County's waiting list, and the County must verify that selected homebuyers followed proper protocol. The selected Agent may assist in finding qualified homebuyers if the waiting list is exhausted. The Agent shall be required to market the properties and take offers on behalf of the County. Homebuyers are responsible for obtaining their own financing, and the selected Agent should assume that they will need to assist the homebuyers in this capacity. A portion of the NSP3 funding will be utilized to provide qualified homebuyers with direct homeownership assistance including down payment and closing cost assistance in the form of zero interest, deferred payment, "silent second" loans with a 30-year term. At the end of the 30-year term, the loans will be amortized over a 15-year repayment period.

Prospective homebuyers must also be verified as Merced County residents, and their income cannot exceed 120% of Area Median Income (AMI). AMI information will be available along with the contract. All homebuyers will be required to sign a resale restriction agreement which will run with the land. The form of the agreement will be provided by the County. Homebuyers are also required to attend and complete an eight-hour homebuyer counseling course. All sales are contingent upon and require County approval.

**C. CONTRACT TERM**

The Contract term shall be for a period of three (3) years. The start date will tentatively commence April 18, 2011, with a scheduled completion date of April 17, 2014, contingent on appropriate and sufficient funding.

An Agreement is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Bidder awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the County web RFP Terms and Conditions – Contract must be identified separately. The County will execute the Agreement upon final selection of successful Bidder with the approval of the County's Board of Supervisors.

**E. SCHEDULED ACTIVITIES**

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

	<u>Activity Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	March 17, 2011
b.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be Answered in sufficient time to be included by closing date. The closing date will not be extended for questions submitted after this date.)	March 23, 2011
e.	Closing Date for the Request for Proposal. <b>NOTE: A list of respondents will be posted to the web at close of RFP</b>	March 25, 2011
f.	Commencement of review of Request for Proposal by the Evaluation Committee	March 28, 2011
i.	Contract Performance to Commence	April 22, 2011

## **SECTION 2**

### **REQUIREMENTS**

#### **QUALIFICATIONS**

Agent(s) must:

1. Provide proof of a valid California real estate license.
2. Have a minimum of five (5) years experience working in the sale of real property. Previous NSP experience is desirable.
3. Participate in the area Multiple Listing Service (MLS).
4. Have an active license to do business in the County of Merced.
5. Have firsthand knowledge of Winton Real estate market.

#### **SCOPE OF SERVICES**

Responsibilities, though not inclusive, are as follows:

1. Provide County with a list of available foreclosed, abandoned, and vacant residential properties within the specified target area (Attachment 1).
2. Prepare/process residential real estate purchase contracts on behalf of County.
3. Present counter offers to County with recommendation for approval or denial.
4. Obtain qualified homebuyers list from the County prior to marketing residential properties.
5. Advertise the residential properties for sale with photos on the MLS (Merced County Association of Realtors, MLS System) if no homebuyer is selected from the list.
6. Conduct open houses and place "for sale" signs in front yards.
7. Provide the date and listing of when each property was advertised.
8. Provide a monthly list of contacts made, either in response to inquiries or Agent initiated.

The County will set the price for home sales based on appraisals and in accordance with NSP requirements.

Merced County, at sole right of County, may choose to utilize Realtor services for other similar County projects.

## **SECTION 3**

### **PROPOSED SOLUTION**

All proposals must consist of the following items:

1. Company history, staff experience, and resumes – all proposals shall provide a brief history of the company including staff's experience, resumes, and accomplishments that are relevant to the scope of services stated in this proposal.
2. Work Plan – all proposals shall provide a detailed work plan explaining how services outlined in the "Scope of Services" Section of this proposal will be delivered to the County including a staffing plan.
3. Commissions – all proposals shall include the Agent's commission for each County single family residential purchase based on a percentage of the purchase price and the Agent's commission for each County single family residential sale based on a percentage of the sale price. There are no additional fees or commission to be paid by the County for other involved agents. The program will not provide funding for any commission related to a purchasing agent working on behalf of homebuyers. If homebuyers have their own agents, the fee is to be paid from the proposed commission or written into the contract as their sole responsibility. Commission schedules shall be broken down into the following two phases: 1) Total commission if broker represents only seller (County). 2) Total commission if broker represents both buyer and seller.
4. References – all proposals shall include the name, address, and telephone number of five (5) clients for whom real estate services have been performed in the past two (2) years.
5. Conflict of Interest Statement and Supporting Documentation – all proposals shall disclose any professional or personal financial interests which could be a possible or perceived conflict of interest in representing the County.

## SECTION 4

### SPECIAL PROVISIONS

#### **INSURANCE**

Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the types of insurance as specified in the Agreement for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR.

#### **NUMBER OF COPIES TO BE SUBMITTED**

Please submit **one (1) original signature hard copies** to be signed in blue ink (original copies marked as such) and **three (3)** exact copies of the original.



## **SECTION 5**

### **EVALUATION CRITERIA**

It is the intent of the County to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposal that is most advantageous to the County.

All proposals will be evaluated on the following criteria listed in order of importance:

1. Demonstrated ability to satisfy the Scope of Services.
2. Commission fees requested as County's Agent for each residential purchase and subsequent residential sale based on percentage of purchase or sales price.
3. Professional qualifications of individuals assigned to staff the project.
4. References

## DEFINITIONS

**Bidder** - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

### **Bonds –**

**Fidelity Bond** - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

**Proposal Security Bond** – Also referred to as Bid Security. A bond that is submitted with Bidder's proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. Generally, it is 10% of the amount of Bidder's bid as bid security.

**Performance Bond** – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

**Payment Bond** – This bond is to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

**Closing Date/Time** - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

**Contract** - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

**Contractor** - The Bidder or Vendor awarded the Contract derived from this Bid or RFP.

**County** - The County of Merced, a political subdivision of the State of California.

**Deliverable** - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

**Discount** - A percentage amount allowed off invoices for prompt payment.

**Evaluation Committee** - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

**Formal Date of Award** - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

**Goals/Tasks** - A discrete unit of work to be performed.

**Joint Ventures** - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

**May** – Indicates something that is not mandatory but permissible.

**Must/Shall** – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

**Notice of Intent to Award** - Letter sent by County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

**Objectives/Sub-Tasks** - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the "Scope of Work".

**Prime Contractor** - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

**Proposal Deadline** - The closing date associated with this proposal.

**Proprietary** – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

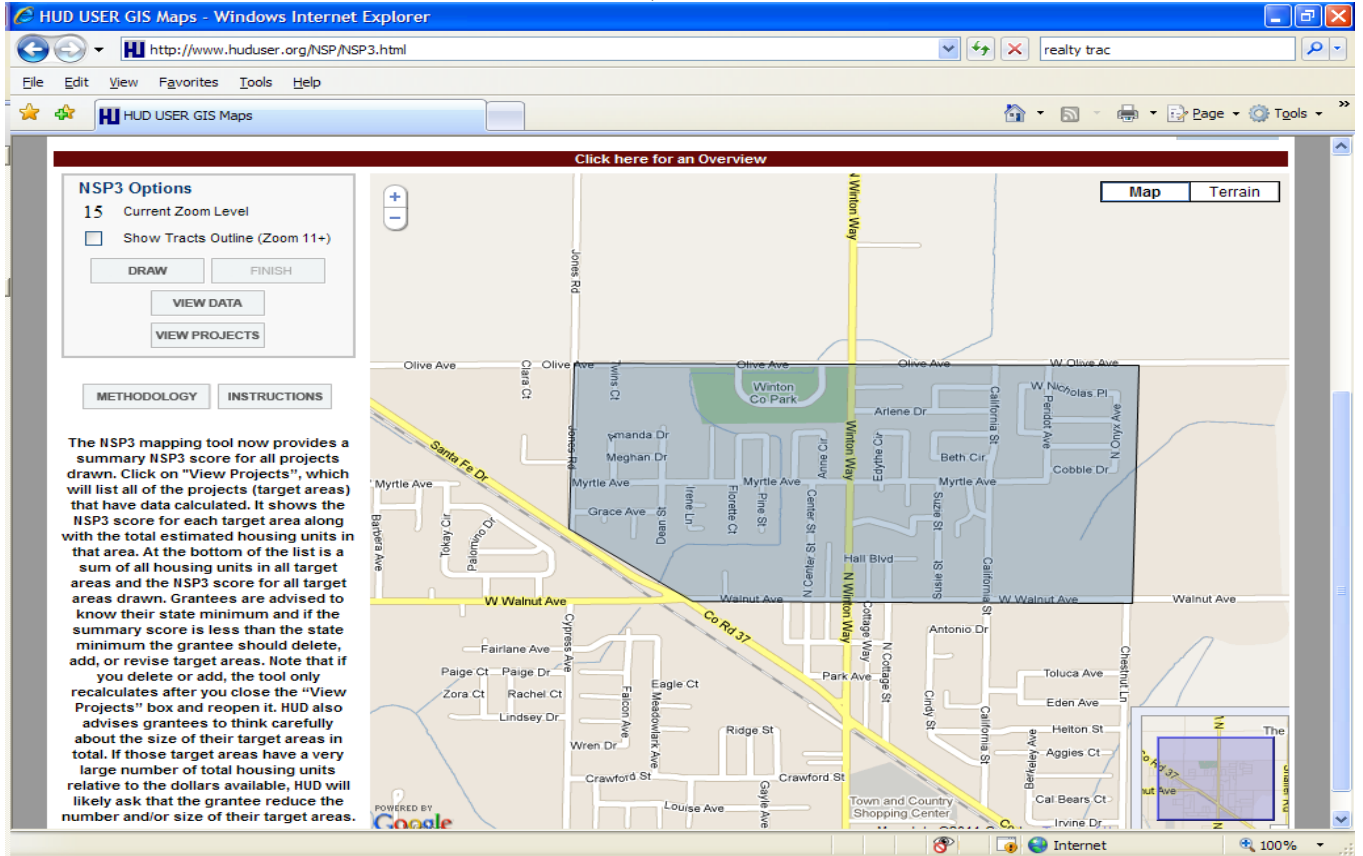
**Scope of Work** - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

**Subcontractors** - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

**Tasks** – A discrete unit of work to be done

# EXHIBIT 1

## Area Map Winton, CA



### Latitude and Longitude of corner points

-120.604820 37.396755 -120.604906 37.389527; -120.619154 37.389527;  
-120.622845 37.391641; -120.622501 37.396551

### Census Blocks Comprising Target Neighborhood

060470005041009, 060470005041025, 060470005041024, 060470005041023, 060470005041022,  
060470005041021, 060470005041020, 060470005041019, 060470005041018, 060470005041017,  
060470005041015, 060470005041014, 060470005041013, 060470005041012, 060470005041011,  
060470005041010, 060470005041008, 060470005041004, 060470005041005, 060470005041006,  
060470005041007, 060470005042003, 060470005042030, 060470005042020, 060470005042019,  
060470005042018, 060470005042017, 060470005042013, 060470005042029, 060470005042028,  
060470005042027, 060470005042026, 060470005042025, 060470005042024, 060470005042023,  
060470005042022, 060470005042021, 060470005042004, 060470005042005, 060470005042006

**ATTACHMENT A**

**SIGNATURE PAGE**

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

**“I certify that I have read the Terms and Conditions pursuant to the submittal of a Request For Proposal (RFP) as detailed on Merced County web site and will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal”**

\_\_\_\_\_  
Authorized Representative - Name Title

\_\_\_\_\_  
Signature Date

Business License No.: (Merced City) \_\_\_\_\_

(Merced County) \_\_\_\_\_

Professional License No.: \_\_\_\_\_

Taxpayer Identification No.: \_\_\_\_\_

**ATTACHMENT B**

**REFERENCE LIST**

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

List Five (5) Reference where the same or similar Scope of Work were provided

**REFERENCE NO. 1 - COMPANY NAME:** \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 2 - COMPANY NAME:** \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 3 - COMPANY NAME:** \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 4 - COMPANY NAME:** \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 5 - COMPANY NAME:** \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_