

RFP NO. 26-1

REQUEST FOR PROPOSAL
FOR
REAL ESTATE BROKERAGE SERVICE

February 2, 2025

**REQUEST FOR PROPOSAL
FOR
REAL ESTATE BROKERAGE SERVICE**

SECTION 1. INTRODUCTION

1.1 STATEMENT OF INTENT

The City of St Clair, Michigan invites qualified and experienced firms with recent and relevant experience to submit Bids for consideration to contract with St Clair to provide Real Estate Brokerage Service as set forth in this solicitation. Firms may express interest and request consideration by submitting bid material to St Clair as set forth in this Invitation for Bid.

To obtain a copy of the Request for Proposal (RFP) document, Contractors shall download the document from the St Clair's web site at www.cityofstclairmi.gov

Proposals will be received until **2:00pm (EST) on March 2, 2026**, at St Clair's Administrative Office located at 547 N. Carney, St Clair MI 48079. Questions regarding the Bids shall be directed to Annette Sturdy, City Clerk St Clair reserves the right to reject any or all bids and proposals.

1.2 BACKGROUND

Bidder hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all tasks detailed in the Scope of Work.

1.3 PRE-PROPOSAL MEETING

There will be a Pre-Proposal meeting.

1.4 PERMITS

The Contractor is responsible to obtain, at their expense, any permits, certifications and/or licenses to complete the requirement. Copies of all inspections and permits shall be given to St Clair for record keeping. All work must comply with all safety, electrical, and building codes of the State of Michigan and local ordinances.

1.5 USE OF BRAND OR TRADE NAMES

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all Bid submissions.

1.6 ST CLAIR PROJECT CONTACTS

Unless otherwise notified:

1. **Pre-Award Contact:** Prior to contract award all questions, comments, correspondence and Bid packages shall be transmitted to the attention of the following individual, serving as the Owner's Representative during Pre-Award:

Annette Sturdy, City Clerk
Office: 810-329-7121
ASTurdy@cityofstclair.com

2. **Post-Award Contact:** After the contract is awarded, the contractor and subcontractors shall transmit all project related questions, correspondence and other communications to the attention of the following individual, serving as the Owner's Representative during Post-Award:

Steve M. Duchane

Office: 810-329-7121

SDuchane@cityofstclair.com

GENERAL INSTRUCTIONS

1. The proposal must be submitted in a sealed envelope marked "Real Estate Broker Services- RFP # 26-01" to Annette Sturdy, City Clerk, 547 N. Carney Dr., St. Clair, MI 48079 by 2:00pm, March 2, 2026.
2. A Selection Committee will review the proposals and develop a list of finalists to interview. The Applicants are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified. Late proposals will be returned unopened.
3. To be considered, firms must submit a complete response to the RFP in the form requested. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals rejected.
4. St Clair reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any bid if it is in the best interest of St Clair. All proposals, plans, and other documents submitted shall become the property of St Clair. Responses to this RFP are considered public information and are subject to disclosure.
5. Respondents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the St Clair, if any.

SECTION 2. SCOPE OF WORK

The successful firm shall agree to contract with St Clair to provide the following:

1. Develop strategies for sale of identified property if deemed appropriate;
2. Identify properties and negotiate acquisition for lease or sale as directed by St Clair;
3. Develop marketing materials, electronic and/or hard copy, to advertise property for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the Director of Real Estate on an agreed upon frequency;
4. Advise the City Administration related to strategies to promote and sell identified property;
5. Participate in site tours of St Clair owned property that is for sale for potential buyers;
6. Analyze offers from potential buyers and advise the City Superintendent with respect to negotiations;
7. Represent St Clair in negotiations with a prospective buyer from the time of offer to, and including, closing;
8. Coordinate real estate transaction closings, and,
9. Handle all other customary activities and services associated with real estate transactions.

TERM OF CONTRACT

The contract period for the successful agent/firm will be one year from date of award. The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and St Clair. Alternative contract periods may be considered. St Clair may continue to sell properties without the assistance of a broker and would be under no obligation to pay a brokerage fee in the event the property is sold by owner.

EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit St Clair to award a contract. St Clair reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP. Firms are required to provide a copy of the professional services agreement you would propose to be entered into with St Clair.

SELECTION CRITERIA

Selection of a broker/firm will be made based on the following criteria:

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP;
2. Experience, qualifications, references;
3. Knowledge of regional real estate market and ability to market to prospects beyond the region;
4. Regional reputation and local presence/experience;
5. Fee schedule.

ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change, the original proposal submitted. Interviews are optional and may or may not be conducted. If an

interview is conducted, it is essential that the consultant's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview

SELECTION PROCEDURES:

Proposals will first be reviewed for completeness and inclusion of the uniform specifications outlined in this document. The absence of any required information will result in exclusion from further analysis.

St Clair will make the award to the responsible Contractor whose proposal is most advantageous to St Clair and offer the "Best Value". Accordingly, St Clair may not necessarily make an award to the Contractor with the highest technical ranking nor award to the Contractor with the lowest Price Proposal if doing so would not be in the overall best interest of St Clair.

St Clair may waive any irregularities in any Proposal that does not prejudice other Contractors. St Clair further reserves the right to negotiate with any source whatsoever. A Purchase Order or Contract may be negotiated with the Contractor whose proposal is considered by St Clair in its sole discretion to be most advantageous to St Clair.

Proposals shall be submitted to St Clair on the most favorable of terms possible from the standpoint of cost, quality and technical capability. No Contractor shall have any cause of action against St Clair arising out of the methods by which Proposals are assessed. The selection of the successful Contractor shall be at the sole discretion of St Clair.

Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the Contractor's submittal and confirmed in the Purchase Order or Contract between St Clair and the selected Contractor.

Contractors should read and fully understand the circumstances and procedures under which a Contract will be awarded. A Contractor's signed response to this RFP on the Proposal Form signifies its acceptance of the obligations and rights specified herein.

St Clair reserves the right to reject any and all proposals.

EVALUATION CRITERIA:

The criteria outlined below are listed in order of importance and will be used in evaluating the Proposals.

| No. | Criterion |
|-----|--|
| 1 | Qualifications, Related Experience |
| 2 | Product Availability and Service Delivery |
| 3 | References |

Consensus: After each member of the evaluation committee completes his/her independent evaluations, a meeting will be convened by the Chairperson to review the evaluations. This meeting is intended to obtain a clear understanding and consensus on the strengths and weaknesses of each offeror.

Committee members are expected to share their reasons for their comments and may make changes to their own scores based on the discussions in this meeting. At the conclusion of this

meeting, the Chairperson will have a consensus on the strengths, weaknesses of each offeror as well as relative ranks and a recommendation for the most qualified offerors. If the committee cannot reach a consensus, individual scores shall determine the final scores and ranking.

SUBMITTAL REVIEW PROCESS

The Review and Selection Committee will be composed of key stakeholders identified by The Partners. The Committee will make such reviews and investigations, as it considers necessary and appropriate, for evaluation of the proposals. Following evaluation of the proposals, by the Committee, St Clair may invite a Consultant Teams to make a presentation and participate in an interview. The Committee will be responsible for recommending an award of contract to the City Council.

PERIOD OF PERFORMANCE

The contract period shall be for a period of three (3) years

SECTION 3. BID REQUIREMENTS

3.1 INFORMATION REQUIRED FROM THE CONTRACTOR

Contractor's submission must include all of the following:

- 3.1.1** Signed and completed Bid Form (Attachment A)
- 3.1.2** Attachment B – Certificate Regarding Conflict of Interest
- 3.1.3** Attachment C – Non-Collusion
- 3.1.4** Attachment D – Responsive Checklist

3.2 GENERAL BID REQUIREMENTS

For a Bid to be considered, all documents required by this RFP must be submitted in the specified format. The Bid submission should follow the format and order set forth in Section 3.1 above. Submit one (1) original and three (3) additional copies of the Bid, and one USB Flash Drive. All Bids become the property of St Clair. St Clair will not photocopy your Bid documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your Bid. St Clair will receive Bids only by personal delivery, courier/delivery service, or regular mail. Bids submitted by facsimile or email will not be accepted. Proposals will be received by 2:00 p.m. on Monday, March 2, 2026, EST.

The Bid must be submitted to Annette Sturdy by the time and date indicated above, marked “**Real Estate Brokerage Service - RFP # 26-01**”. **Please acknowledge receipt of any addendum received.**

Please note the addresses below, if Contractor chooses to send the Bid by personal delivery, courier/delivery service, or by US mail:

| Delivered By US Postal Service | Delivered By Personal Delivery or Courier/Delivery Service |
|---|--|
| City of St Clair City Clerk 547 N. Carney Dr. St Clair, MI 48079 | City of St. Clair City Clerk 547 N. Carney Dr. St Clair, MI 48079 |

NO BIDS RECEIVED AFTER THE DATE AND HOUR SET FORTH BELOW WILL BE ACCEPTED OR CONSIDERED. BIDS SENT BY U.S. MAIL THAT ARE NOT RECEIVED IN HAND BY ST CLAIR BY THE DEADLINE SET FORTH BELOW WILL NOT BE CONSIDERED.

3.3 CHANGES TO RFP DOCUMENT(ADDENDA)

Any changes to this RFP document will be made by written addenda issued by St Clair. Upon issuance, the addenda will be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in the original RFP document.

A valid e-mail address must be provided upon requesting the RFP documents in order for St Clair to notify Contractors of the availability of addenda. St Clair will not be responsible for Contractors failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to St Clair.

Contractors shall acknowledge their receipt of all addenda in Bid Form (Attachment A) submitted with their Bid submission. As with other required documentation, Bids that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

A revised due date of Contractor’s Bid (if applicable) shall be stated in each addendum. If you have received this solicitation from a source other than the City of St Clair, it is the Contractor’s responsibility to ensure that all addenda have been received.

3.4 QUESTIONS

Any questions regarding this RFP should be directed to Annette Sturdy, City Clerk. All questions must be submitted in writing before 2:00 p.m. EST on February 23, 2026. Responses to questions will be posted on the St Clair website by 2:00 p.m. on February 25, 2026 EST.

3.5 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of the bidder’s bid.

A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way. Inconsistent with the bidding documents, St Clair’s rights or the bidder’s obligations under

the contract, or whose Rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by St Clair and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

SECTION 4. AWARD CRITERIA

4.1 SELECTION

Bids will first be reviewed for responsiveness and inclusion of the components specified in Section 3 for this RFP document. The absence of any required information may result in exclusion from further analysis.

St Clair will make the award to the responsive responsible Contractor whose Bid is most advantageous to the St Clair. St Clair may waive any irregularities in any Bid that does not prejudice other Contractors. St Clair further reserves the right to negotiate when bids exceed budget amount.

4.2 SELECTION PROCESS PROTEST PROCEDURES

Protests made with respect to this RFP shall be submitted to the City Superintendent not later than five (5) business days after the recommendation of award has been announced. The City Superintendent shall provide a written response within but not later than five (5) business days after receiving such protest. St Clair's written response and disposition of protest findings shall be deemed final.

Any and all protests filed with St Clair City Superintendent shall be submitted in writing and:

- a) Include the name and address of the protester.
- b) Identify the procurement by solicitation number and then the current deadline date for receipt of Bids.
- c) Contain a statement of the legal and factual grounds for the protest and any supporting documentation.
The grounds for the protest must be fully supported.
- d) Indicate the ruling or relief that protester desires from St Clair.

Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state or local law or regulations will be under the jurisdiction of state or local authorities.

4.3 ACCEPTANCE OR REJECTION OF BIDS

Failure to respond to any of the requirements outlined in either the Request for Proposal (RFP) or a failure to enclose or submit any of the required documents may disqualify the Contractor's submission.

St Clair has the sole right to select the successful Contractor for award; to reject any and all Proposals and to re-solicit for new RFPs.

RFPs shall be submitted to St Clair on the most favorable of terms possible from the standpoint of cost, quality, delivery date and technical capability. No Contractor shall have any cause of action against St Clair arising out of the methods by which RFPs are assessed. The selection of the successful Contractor shall be at the sole discretion of St Clair.

Submission of a Bid indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the Bid submitted and confirmed in the Contract between St Clair and the selected Contractor.

SECTION 5. GENERAL BID CONDITIONS

5.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, all Contractors are hereby specifically advised that this RFP is a form solicitation for proposals only, and is not intended and it not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

5.2 METHOD OF RESPONSE

Responses to this RFP shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any Proposal.

5.3 ACCEPTANCE OF TERMS AND CONDITIONS

Contractors understand and agree that submission of a Proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the Proposal. Any and all parts of the submitted Proposal may become part of any subsequent Agreement between the selected Contractor and St Clair.

5.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a Bid may be sufficient cause for rejection of the Proposal. The evaluation and determination of the fulfillment of the above requirement will be St Clair's responsibility and its judgment shall be final.

5.5 CLEAR AND CONCISE SUBMISSION

Bids shall provide a straightforward, concise delineation of the Contractor's capability to satisfy the requirements of the RFP. Each Bid shall be submitted in the requested format and provide all required information. **Each Bid shall be signed in ink by a duly authorized officer of the company.**

5.6 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2 regardless of who produces them. Further, St Clair will consider the selected Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of North Carolina Contractor License and permits from governmental agencies as required upon notification of award.

The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Prime Contractor receives from St Clair. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of St Clair. The clause applies to both DBE and non-DBE subcontracts.

SECTION 6. ATTACHMENTS

PLEASE REFER TO THE FOLLOWING ATTACHMENTS:

Attachment A – Vendor Information Form

Attachment B – Certificate Regarding Conflict of Interest

Attachment C – Non-Collusion

Attachment D – Checklist

Attachment-A

SUBMITTAL FORM PROPOSER INFORMATION AND SIGNATURE

Firm's Legal Name/Address: _____ Date Prepared: _____

_____ Date Firm Established: _____

_____ Principal to _____/Title: _____

_____ Business Telephone: _____

_____ Business Email: _____

Is this address the: Main Office Regional Office Branch Office Other _____

| | | |
|--|-------------------------|---|
| Former Firm Name(s), if any Company, if any | Year Established | Name/Address/Telephone of Parent |
|--|-------------------------|---|

| |
|--|
| |
| |

| |
|--|
| |
| |

Corporate Structure:

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Parent Company | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other (specify): _ |

Other offices of the firm:

| | | | |
|-------------------|----------------------|-------------------------|-----------------------------------|
| <u>City/State</u> | <u>Telephone No.</u> | <u>No. of personnel</u> | <u>Identify home office with*</u> |
|-------------------|----------------------|-------------------------|-----------------------------------|

1. State of Incorporation: _____
2. State of Michigan Registration#: _____
3. Federal Tax Identification#: _____
4. Acknowledge Addendum(a) by specifying Addendum(a) in spaces provided: _____

Certification

The undersigned prime proposer certifies that, to the best of his/her knowledge, the information presented in this Request for Proposals is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime proposer further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of Michigan that the foregoing is true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

Place: _____

(City and State)

END OF FORM

CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Submitter hereby certifies that to the best of its knowledge and belief, and in accordance with St Clair’s “Procedures and Guidelines for Preventing Organizational Conflicts of Interest and RFP Section 2 performance of the services described in the Scope of Work will not create any conflicts of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

Attachment C

PROPOSER STATEMENT OF NON-COLLUSION

BY SUBMISSION OF THIS PROPOSAL, PROPOSER AND EACH PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Proposer or competitor, for the purposes of restricting competition or as to any matter relating to price.
- (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Proposer and will not be disclosed by Proposer directly or indirectly to any other Proposer or competitor before proposals are opened.
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

IF, FOR ANY REASON, PROPOSER CANNOT CERTIFY AS SET FORTH ABOVE, PROPOSER SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

Subscribed to under penalty of perjury under the laws of the State of Michigan, this _____ day of _____, 20__ as the act and deed of said corporation or partnership.

Name (print):

Title:

Company:

ATTACHMENT- D

RESPONSE CHECKLIST

RFP Response Checklist

Table of Contents

1.0 Proposer Response Checklist.....2
2.0 Proposer Attachments3

1.0 Proposer Response Checklist

ALL FORMS AND REQUIRED INFORMATION BELOW MUST BE **COMPLETED AND INCLUDED** WHEN YOU SUBMIT YOUR PROPOSAL PACKAGE:

Table 1 Vendor Response Checklist

| Item # | Proposal Response Item | Completed and Provided as Instructed | |
|--------|---|--------------------------------------|-----------------------------|
| | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 1 | A. Cover Sheet | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | B. Table of Contents | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3 | C. Concise Letter of Interest | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4 | D. Statement of Judgments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5 | E. Understanding of Scope of Work | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6 | F. Qualifications and Experience | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7 | G. Previous Experience of Similar Scope of Work | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8 | H. References from Previous Clients | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9 | I. Attachments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

2.0 Proposer Attachments

The Proposer must complete the following table identifying all the other documents that are being attached as part of the RFP response.

Table 2 Vendor Attachment Checklist

| Item # | Attachment Name | Attachment Provided? | |
|--------|---|------------------------------|-----------------------------|
| 1 | A. Proposal Submittal Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | B. Certificate Regarding Conflict of Interest | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3 | C. Non-Collusion Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4 | D. Responsive Checklist | YES <input type="checkbox"/> | NO <input type="checkbox"/> |