

City of Dayton EDA

12260 South Diamond Lake Road

Dayton, MN 55327

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www.cityofdaytonmn.com

Request for Proposals

Real Estate Broker Services

City of Dayton EDA

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Dayton, MN 55327

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Effective

June 1, 2024, to December 31, 2025

Real Estate Broker Services

The City of Dayton EDA is requesting proposals for the EDA's Real Estate Broker services. Any questions regarding the proposal should be directed to Zach Doud at (763) 323-4010 or zdoud@cityofdaytonmn.com

Request for Proposals must be submitted to Dayton City Hall ATTN: EDA, 12260 South Diamond Lake Road, Dayton, MN 55327, no later than 11:00 a.m., April 30, 2024.

INTRODUCTION

The City of Dayton Economic Development Authority (EDA), invites proposals from qualified, licensed, and certified real-estate brokers interested in forming a collaborative partnership. This partnership will focus on providing comprehensive real-estate brokerage services that support the EDA and its objective in promoting economic development through various property initiatives within Dayton. This RFP outlines the partnership goals, submission requirements, and selection criteria for a real-estate broker to collaborate with both the City of Dayton EDA.

The EDA encourages Proposers to submit their best proposal possible. The requirements within this RFP may be altered by Proposers if proposals explicitly describe the change, rationale, and price implications. The services shall begin on or as close to June 1, 2024, as possible, and terminate at the will of the EDA on or by December 31, 2025.

The RFP does not obligate the EDA to accept a proposal. The EDA reserves the right to cancel this solicitation if it is in the EDA's best interest. The EDA reserves the right to reject any or all proposals or parts of proposals, or to accept part or all the proposals based on consideration other than the lowest cost.

A. PARTNERSHIP OBJECTIVES

1. Provide Expert Representation and Advisory
 - Act as a partner in real estate matters, offering expertise on acquisition, disposal, and leasing of property tailored to economic development goals.
2. Support Economic Development Initiatives
 - Engage in projects and initiatives led by the EDA, leveraging real-estate opportunities to foster community growth and investment.
3. Engage in Strategic Meetings
 - Participate in scheduled meetings every 3rd Tuesday of the month to discuss progress, share updates, and strategize on future real-estate endeavors.
4. Perform Comprehensive Property Analysis
 - Offer detailed analyses, including valuation, zoning compliance, market trends, and feasibility studies, to guide strategic decisions.
5. Facilitate Efficient Transactions
 - Oversee real-estate transactions, ensuring they are executed effectively, ethically, and in compliance with all regulations.

B. SUBMISSION REQUIREMENTS

1. Firm Overview
 - A summary of the brokerage firm's history, emphasizing collaboration with municipalities and EDAs, and detailing experience in economic development projects.
2. Team Credentials
 - Information on team members who will directly collaborate with the EDA, including their experience in public-private partnerships.
3. Collaboration Strategy
 - A description of the proposed approach for working alongside the EDA, detailing methodologies for service delivery and stakeholder engagement.
4. References
 - A minimum of three references from similar collaborations, highlighting the firm's ability to work as a strategic partner in economic development contexts.

C. PAYMENTS AND BILLING FOR SERVICES

1. Broker Invoicing
 - Payment shall be based on a commission model for real-estate transactions, with proposals required to detail the firm's commission rates and any additional fees.
2. EDA Payments
 - The EDA will process payment at the following EDA meeting that occurs following the real-estate transaction finalizing.

D. INDEMNIFICATION. The Broker shall defend and indemnify the EDA, its officers, agents, representatives and/or employees against all claims, damages, losses, costs, or expenses, including reasonable attorney fees, which may be asserted against the EDA or for which it may be held liable, to the extent resulting from the negligence or willful misconduct of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of the Contract.

E. TERMINATION. The EDA shall have the right to terminate any Contract in the event of breach thereof by the Broker, and continuing breach shall not be deemed to be waived because it was not followed by prompt termination.

F. NON-DISCRIMINATORY PRACTICES. The provisions of Minn. Stat. Section 181.59 which relates to civil rights and discrimination shall be a part of this Contract as fully set forth herein.

G. SUCCESSORS & ASSIGNS. The Contractor binds itself jointly and severally, his successors, executors, administrators, and assigns to the EDA in respect to all covenants of a Contract, except that the Broker shall not assign or transfer any part of its interest in a Contract, or sublet as a whole, nor shall the Broker assign any monies due, or to become due, without the EDA's written consent.

H. WHOLE CONTRACT

1. Any Contract embodies the entire RFP and all attachments as part of the Contract between the parties including all prior understandings may not be modified except in writing signed by all parties.
2. No assignment or subletting of this Contract shall be permitted without the express written consent of the EDA. The Contractor shall be held responsible for full and faithful performance of this Contract.

- I. DISPUTE RESOLUTION. The parties agree to first attempt to resolve any disputes between them informally before resorting to legal action. If the parties are unable to informally resolve a dispute, they may avail themselves of any available legal remedy.

PROPOSAL CONTENT CHECKLIST

Please submit this RFP with the below completed requirements by the due date:

1. Firm Overview
2. Team Credentials
3. Collaboration Strategy
4. References
5. Signature Page

Any Proposal must be submitted in a 9" x 12" or larger envelope with the OFFICIAL PROPOSAL form attached. Proposers must include six (6) printed copies and one electronic copy of the Proposal inside the sealed envelope.

Only the company names of Contractors submitting proposals will be made public. All proposal documents shall be held as confidential until the Dayton EDA awards a new contract and authorizes Staff to execute the new contract.

Please submit the proposal using this OFFICIAL PROPOSAL form as cover for the proposal.

OFFICIAL PROPOSAL

CITY OF DAYTON EDA REAL ESTATE BROKER REQUEST FOR PROPOSAL

DUE DATE: Tuesday April 30, 2024, no later than 5:00 p.m.

PROPOSALS WILL **ONLY** BE ACCEPTED AT:

DAYTON CITY HALL
ATTN: EDA
12260 South Diamond Lake Road
Dayton MN 55327

PROPOSAL SUBMITTED BY:

Firm name: _____

Mailing address: _____

City/State/Zip: _____

Official contact and phone number: _____

RECEIPT OF PROPOSAL

Received: _____
Date Time By Whom

SIGNATURE PAGE

Dated _____, 2024.

Signature

By _____
Title _____

State of _____)
County of _____) SS

_____(Name) being duly sworn, deposes and says that he/she is the
_____(Title) of _____(Name of Company) and that
the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

My Commission expires (notary stamp):

CITY OF DAYTON EDA
REQUEST FOR PROPOSAL
FOR REAL ESTATE BROKER SERVICES

Notice is hereby given that the City of Dayton EDA will be accepting proposals for a real estate broker contract for all properties located within the City.

Specifications and other information necessary to submit a proposal may be obtained at Dayton City Hall ATTN: EDA, 12260 South Diamond Lake Road, Dayton, MN 55327 or by writing to the same address. The Request for Proposal is available on the EDA's website www.Cityofdaytonmn.com.

Each proposal shall be delivered to Dayton City Hall no later than 5 p.m. on Tuesday April 30, 2024.