



Request for Qualifications

The Marina Coast Water District wishes to contract for an individual or firm to provide Real Estate Services

Qualifications due

**4:00 PM
December 1, 2021**

Qualifications should be sent *electronically* to:
Patrick Breen at
pbreen@mcwd.org

Qualifications sent by *mail* must be directed to:
Marina Coast Water District
11 Reservation Road
Marina, CA 93933
ATTN: Patrick Breen

I. Introduction

Marina Coast Water District (District) is requesting qualifications to provide real estate services for the District. The District is seeking to enter into a Professional Services Agreement with an individual or organization to provide the services described in Section II.

The District is located just north of the Monterey Peninsula and serves approximately 10,000 water and sewer service connections in the diverse communities of Marina and the Ord Community (former Fort Ord) with a population of between 36,000-to-40,000 people. The District provides high-quality water, wastewater, and recycled water services through management, conservation, and development of future resources at reasonable costs. The District is governed by a five-member Board of Directors who is elected by the public and serves four-year terms.

II. Scope of Services

The District is seeking qualifications from qualified individuals or organizations to perform the following Scope of Services:

- The District is seeking a real estate professional (or group) that has broad experience in working in the Monterey Bay area Commercial Real Estate and public sector property issues.
- Provide advice and/or real estate services related to the District's future needs; including acquisitions of new property and/or sale of existing property.
- Other professional real property needs as identified by the District.

III. Qualifications

Provide a description of the experience and qualifications of the individual and/or team member(s) that will be utilized in performing the described Scope of Services.

IV. Response Requirements

The response should provide a straightforward, concise description of the individual's or organization's capabilities to satisfy the requirements of the above Scope of Services. Please note that additional information is provided below regarding references, costs, and the draft agreement. A responsive proposal shall contain the following minimum information:

- A. Introduction – provides an introductory description of the services offered by the individual or group.

- B. Scope of Services – provide your approach to accomplish this work as described in the Scope of Services; this section of the proposal should express the understanding of the Scope and should include a vision of specific deliverables.
- C. Qualifications – provide the individual or team experience and qualifications for conducting the work described in the Scope of Services.
- D. References.
- E. District Example Agreement Acceptance or exception list.

V. References

Provide references from at least four (4) current and/or past clients. Please include the name and type of firm, address, main contact, and telephone number and include the scope of work performed.

IX. Selection Process and Criteria

The District management staff will review the qualifications submitted. All qualifications will be evaluated uniformly for final selection, which will be based on an analysis of the information submitted. Criteria that may be included in the analysis include experience; qualifications; approach; availability; and locale of the proposer.

Although interviews will not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing individuals or organizations if necessary to obtain additional information that the District considers necessary to fully evaluate a proposal.

The District also reserves the right to 1) request clarification or additional information from any proposing firm at any time; 2) waive immaterial defects or minor irregularities in a proposing firm's responses to this request for proposal; 3) suspend or reopen the request for qualifications process, and 4) reject any or all responses and terminate the request for qualifications process at any time.

X. Additional Information for Selected Individual or Organization

All firms submitting a proposal will be expected to have or obtain and if selected, to submit the following additional information and qualifications as a condition of the District accepting and executing an Agreement for service. The additional information and qualifications are as follows:

1. An example of the District's standard professional services contract is attached. Please provide with your proposal exceptions and/or alternative language you propose to this contract.
2. The selected individual or organization may not award or engage any outside consultant for District work without the District's prior notification and approval. Any approved subcontractor shall be covered by the individual or organization in accord with the executed Agreement.
3. The proposer represents that its key personnel listed in the request are fully qualified and experienced to conduct the work described in the Scope of Services throughout the terms of the Agreement.
4. The District may, in its sole discretion, terminate this engagement at any time and for any reason upon thirty (30) days advance written notice to the individual or organization. In the event of such termination, the District will compensate the individual or organization for all work performed to the date of termination as calculated by the District based on the fees described in the executed Agreement. Compensation under this provision shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.
5. Should matters outside the Scope of Services be necessary, the District reserves the right to negotiate new terms and conditions of an agreement.

XI. Deadline

The deadline for qualifications is 4:00 PM December 1, 2021, and should be sent electronically to Patrick Breen, Water Resources Manager at pbreen@mcwd.org or by mail to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
ATTN: Patrick Breen

EXAMPLE

**PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES
BETWEEN
MARINA COAST WATER DISTRICT
AND**

Some of the important terms of this Agreement are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms on the following pages are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District DATE: _____
11 Reservation Road
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

MCWD wishes to engage _____ to provide professional real estate services.

Contract price \$ _____

Completion date _____

Instructions: Sign and return two originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Marina Coast Water CONSULTANT
 District

By _____ By _____

Name _____ Name _____

Title _____ Title _____

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertaining to, or related to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers.

3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least Three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

5. Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. The general liability coverage is to state or be endorsed to

state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District.

6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

7. Consultant shall not accept direction or orders from any person other than the General Manager or his designee.

8. The terms of this agreement shall commence on _____, 202__ and continue in full force unless terminated by a 30-day written notice by either party to the other.

9. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.