



Request for Proposals

Professional Real Estate Brokerage and Appraisal Services

RFP # 2026-07-001

Issue Date: 7/29/2026

Proposal Due Date: 8/26/2026

Issuing Department:

Department of Community Development

ATTN: Thomas Roberts

2039 Sycamore Avenue

Buena Vista, VA 24416

1. INTRODUCTION

The City of Buena Vista ("City") is soliciting proposals from qualified, licensed real estate professionals or firms to provide on-call real estate marketing, brokerage, and appraisal services for property owned by the City and for legal entities created by the City, including but not limited to the Buena Vista Public Service Authority, the Public Recreational Facilities Authority, and the Economic Development Authority for the City of Buena Vista.

2. BACKGROUND

The City of Buena Vista, located in the Shenandoah Valley of Virginia, is home to over 6,600 residents. Situated along U.S. Route 60 and Interstate 81, Buena Vista offers convenient access to major markets while maintaining a high quality of life and strong community identity. The City owns and maintains hundreds of acres of land and dozens of structures, directly and through multiple authorities and subsidiary entities. From time to time, the City requires real estate services for acquisition, transfer, or sale of properties.

3. STATEMENT OF NEEDS

The City is seeking to engage a firm or individual for a contract term of six (6) years.

1. The City is seeking marketing and brokerage services to include managing the listing and sale of assigned properties. Services provided shall include:
 - a. Due diligence, including market studies
 - b. Market analysis and development of analysis and reports
 - c. Strategic planning for sale of specified property
 - d. Marketing and promotion of property
 - e. Negotiations with prospective buyers
 - f. Handling all other customary activities and services associated with real estate transactions
2. Preferred qualifications of the offeror:
 - a. Have the capability to provide listing, marketing, selling, and purchasing services for real estate and properties.
 - b. Be licensed and in good standing with the Virginia Real Estate Board.
 - c. Be knowledgeable and experienced in the sale of government-owned property.
 - d. Be licensed and experienced in commercial/non-residential real estate appraisal.

4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. Requirements for Proposals
 - a. Only proposals received in accordance with the RFP requirements will be given consideration.
 - b. The proposal shall be signed and dated by a duly authorized official of the submitting vendor prior to acceptance by the City (see Attachment A).
 - c. The City will not accept any liability or cost that may arise out of either the preparation of a proposal or the acceptance or rejection of a proposal.
2. Pursuant to Virginia Code § 2.2-4311.2, each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.
3. Contents of Proposal

- a. Letter of interest, to include the following:
 - i. The name and address of the firm and the state(s) in which organized
 - ii. The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the proposer.
 - iii. A brief description of the firm's interest in performing the required services
 - iv. A description of previous experience
 - b. Description of qualifications and experience. Qualifications and experience must address the requirements of this RFP in accordance with the statement of needs (scope of services) being requested. At minimum, this section should include the following:
 - i. Overview of the firm, including size of organization and types of services provided
 - ii. Applicable individual and corporate Virginia licensing and/or certification information
 - iii. Key personnel, including names, roles, and qualifications
 - iv. Applicable experience in the areas listed above
 - v. Three client references with contact information
 - c. Proposed marketing and disposition strategy, to include the following:
 - i. Marketing channels to be used
 - ii. Proposed property marketing materials (OM, photography, etc).
 - iii. Timeline for launching marketing materials
 - iv. Listing price strategies
 - d. Reporting process and frequency to the City.
 - e. Fee structure, to include the proposed commission rate(s) and any other fees, will be negotiated after the City's evaluation process.
4. Submission Guidance
- a. Proposals must be submitted digitally. Email the proposal no later than **2:00 PM on the submittal deadline, Wednesday, August 26th 2026**. Email should be addressed to Tom Roberts, Director of Community Development, at procurement@buenavistava.gov and include the RFP number in the subject line. A read receipt is encouraged but not required. Staff will file proposals received early but will not begin review until after the deadline.
 - b. Proposals may be submitted in physical digital form as a USB flash drive, CD, or DVD. Also, paper copies of digitally-submitted proposal may be sent. All physical or paper items must be received no later than 2:00 PM on the submittal deadline, Wednesday August 26th 2026. Any items must be clearly marked with the RFP number. Items should be sent to Tom Roberts, City of Buena Vista, 2039 Sycamore Ave, Buena Vista VA 24416.
 - c. Proposals delivered after the deadline will not be accepted.

5. EVALUATION AND AWARD CRITERIA

1. The proposals will be initially reviewed by the City's Director of Community Development. The City reserves the right to request any additional information which might be deemed necessary after reviewing the information submitted. Any proposal submitted will be binding for thirty (30) days beyond the opening and may not be modified, withdrawn, or canceled during that time period. For further information on the process or the specific service requirements, please contact Tom Roberts, Director of Community Development, at tom.roberts@buenavistava.gov or (540) 261-8607. See Section 7 for award process.
2. Evaluation Criteria. The proposals will be evaluated by a City evaluation team (3 members) according to the following criteria (numerical scoring).
 - a. Experience and qualifications of firm/individual (30 points)
 - b. Demonstrated capabilities and competencies of assigned personnel (20 points)

- c. Marketing and property disposition plan example (20 points)
- d. Past performance on similar public-private partnerships (15 points)
- e. References (10 points)
- f. Local Market Knowledge and Capacity (5 points)

6. GENERAL TERMS AND CONDITIONS

1. The terms and conditions herein are negotiable. Offerors may submit requested changes to these terms and conditions in their proposal. The City will consider changes that address specific concerns to gain an agreement that is fair and reasonable to interested parties.
2. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the City. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. Anti-Discrimination: By submitting their proposals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in (i) and (ii) below apply:
 - a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - iv. If the contractor employs more than five employees, the contractor shall post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- v. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
 - vi. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- b. The contractor will include the provisions of 6.2.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 4. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5. Immigration Reform and Control Act of 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the City, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 6. Debarment Status: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or the City from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the City. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 7. Mandatory Use of City Form and Terms and Conditions for RFPs: If a form is provided, failure to submit a proposal on the official City form may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- 8. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the City representative whose name appears on the face of the solicitation no later than seven working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.
- 9. Precedence of Terms: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 10. Qualifications of Offerors: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the

offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

11. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
12. Changes to the Contract: Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed,. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - c. By mutual agreement between the parties in writing
13. Default: In case of failure to deliver services in accordance with the contract terms and conditions, the City may immediately terminate this agreement after written notice without penalty. For the purpose of this paragraph written notice shall include but not be limited to a letter, fax, hand delivered writing, an email, or a text. Upon termination the City may procure the services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
14. Insurance: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverages will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
 - a. Minimum insurance coverages and limits:
 - i. Workers' Compensation – Coverage must be statutory and in compliance with the laws of the Commonwealth. Employer's liability insurance with a limit of at least \$100,000 for bodily injury by accident/\$500,000 bodily injury by disease/\$100,000 bodily injury by disease for each employee. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases

in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

- ii. Employer's Liability - \$100,000.
 - iii. Professional liability insurance of at least \$1,000,000 if vendor is providing a professional service.
 - iv. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement.
 - v. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).
15. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Finance Department will publicly post such notice in a public location at City Hall (2039 Sycamore Avenue, Buena Vista, VA 24416) or on eVA (eva.virginia.gov) for a minimum of 10 days.
16. Drug-free Workplace: Applicable for all contracts over \$10,000:
- a. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
17. Nondiscrimination of Contractors: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
18. Bid Price Currency: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

19. **Authorization To Conduct Business In The Commonwealth:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
20. **Civility In City Workplaces:** The contractor shall take all reasonable steps to ensure that its employees , while performing work on behalf of the contractor or any subcontractor in connection, shall not engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.
21. **Contract Extensions:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the City may, with written consent of the contractor, extend this contract for such a period as may be necessary to afford the City continuous supply of the identified goods and/or services.

7. SPECIAL TERMS AND CONDITIONS

1. **Audit:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The Department of Community Development, its authorized agents, and/or the City's auditors shall have full access to and the right to examine any of said materials during said period.
2. **Award:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the RFP in writing at the time of responding to such RFP if so requested by the City. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **Cancellation of Contract:** The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4. **Renewal of Contract:** This contract may be renewed by the City upon written agreement of both parties for one successive 6-year period, following the initial 6-year contract period, at a reasonable time (approximately 120 days) prior to the expiration of the active contract.
5. **Indemnification:** Contractor agrees to indemnify the City, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the gross negligence or willful misconduct of the City or its employees.
6. **Task Order Structure:** The City of Buena Vista will issue task orders to the assigned firm or individuals for needed work on an as-needed basis. Task orders may be assigned among awarded firms or individuals based upon property type, geographic location, expertise, workload, conflict considerations, past performance, availability, or any other factor deemed by the City to be in its best interest. No minimum volume is guaranteed by the City or negotiated contract.
7. **Conflict of Interest Clause:** Tasked firms or individuals must indicate to the City of Buena Vista if they represent a potential buyer(s) or have prior involvement with assigned properties prior to the issuance of a task order.
8. **Respondent Party:** As used herein the party responding to this Request for Proposal shall be referred to herein as bidder, offeror, vendor, and/or contractor.

ATTACHMENT A

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company” or “Individual”) hereby submits this proposal to the City of Buena Vista (“The City”) in response to the applicable Request for Proposals and affirms its intent to provide professional services for the City in accordance with the intent identified in the RFP. The Company/Individual acknowledges that all information provided herein is accurate and complete to the best of its knowledge and may be relied upon by the City in evaluating this proposal. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification document, the person signing on behalf of the Company/Individual hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company/Individual, but has signed it knowingly and voluntarily.

Date: _____

Company: _____

By: _____

Printed Name: _____

Title: _____