RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: 11-079 Real Estate Broker Services for Port Hatchineha Park

Description: Provide real estate broker services to market for lease and procure a suitable tenant for facilities within Port Hatchineha Park.

Receiving Period: Prior to 2:00p.m., Wednesday, July 27, 2011

Bid Opening: Wednesday, July 27, 2011 at 2:00 p.m. or as soon as possible thereafter.

This form is for bid registration only. Please scroll down for additional information.

Special Instructions:

RFP REGISTRATION FAX THIS FORM BACK IMMEDIATELY FAX: (863) 534-6789

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name:			
Contact Person:			
Mailing Address:			
City:	State:	Zip Code:	
Phone:	Fax:	E-mail:	

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

1	
SEALED RFP • DO NOT OPEN SEALED RFP NO.: <u>11-079</u>	
RFP TITLE: Real Estate Broker Services for Port Hatchineha Par	
DUE DATE/TIME: Wednesday, July 27, 2011 prior to 2:00 p.m	
SUBMITTED BY: (Name of Company)	
DELIVER TO: PROCUREMENT DIVISION 330 West Church Street Room #150 Bartow, Florida 33830	

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Procurement Division Fran McAskill Procurement Director

REQUEST FOR PROPOSAL 11-079 REAL ESTATE BROKER SERVICES FOR PORT HATCHINEHA PARK

Sealed proposals will be received in the Procurement Division, July 27, 2011 prior to 2:00p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the proposer to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the proposer should not rely on such sources for information regarding the solicitation

Questions regarding this proposal must be in writing and must be sent to Carolyn Cusano, Procurement Specialist, email: <u>carolyncusano@polk-county.net</u>; fax (863) 534-6789. All questions must be received by July 15, 2011

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

Procurement Division 330 West Church Street Room #150 Bartow, Florida 33830

INTRODUCTION

Polk County, Florida (the "County"), is seeking responsive proposals from licensed commercial real estate brokers describing how the Proposer will market for lease and procure a suitable tenant (as defined in the Background Section, below) for certain County owned improvements (collectively, the "Facility") that are located within Port Hatchineha Park (the "Park"), 15050 Hatchineha Road, Haines City, Florida 33844, all in accordance with the terms and conditions of this RFP.

Real estate brokers interested in providing this service to the County must have (i) a minimum of three (3) years' experience procuring leases of commercial real estate properties; and (ii) all real estate broker licensure and permits necessary to conduct such business within the State of Florida and Polk County.

The County will only enter into one agreement (the "Contract") with a single broker (the "Broker") to provide the services described in this RFP.

BACKGROUND

The Park is located on the southwest shore of Lake Hatchineha and in addition to the Facility includes 16 campsites, 2 rental apartments, a boat ramp and resident security.

The Facility consists of two (2) buildings and a covered deck area. The two (2) buildings were formerly identified and used as (i) a restaurant building with approximately 2,170 square feet of leasable area, and (ii) a bait shop with approximately 1,024 square feet of leasable area. Both buildings are concrete block and wood framed structures. The covered deck is approximately 910 square feet in area. There is limited parking to support the Facility use.

For purposes of this RFP, a "suitable tenant" is a tenant who (i) will use and operate the Facility in a manner compatible with a family oriented County park; (ii) possesses adequate financial resources that will permit the tenant to meet its lease obligations while establishing a consistent supportive customer base; and (iii) has sufficient prior business experience in the tenant's proposed use of the Facility that will permit the County to reasonably conclude the tenant can establish and maintain a successful business operation at the Facility.

A business use or operation that is compatible with a family oriented County park includes, but is not limited, to a restaurant, general store, bait shop, deli, bakery or some combination of these uses. Other business uses or operations may also be considered compatible. The County, in its sole and absolute discretion, shall determine whether a proposed use of the Facility is compatible with the existing Park functions.

The County intends that the Facility lease have a minimum term of three (3) years and a maximum term of five (5) years.

SCOPE OF SERVICES

The Broker will develop a marketing plan for the Facility that is consistent with the requirements of this RFP and that specifically addresses the Broker's efforts to locate a tenant who has successfully operated or who is currently operating similar facilities within Central Florida. The Broker must submit a proposed marketing plan to the County with its response to this RFP. The County must approve the final marketing plan prior to its implementation.

The Broker will actively market the Facility in accordance with the County approved plan.

As the Broker receives offers to lease the Facility, the Broker shall (i) screen each offer to determine whether the offer satisfies all County requirements; (ii) inquire, if and when the County may direct, as to each offeror's business background and financial stability; and (iii) prepare and deliver a written summary and recommendation on each offer (and offeror) to the County.

CONTRACT

The Contract resulting from this RFP shall create an exclusive agency between the County and the Broker with respect to the lease of the Facility. The Contract shall take effect on the date the County executes the document and continue until the first to occur of the following dates: (i) the date the County enters into a lease of the Facility; or (ii) the date that is six (6) months after the Contract effective date. If the County does not lease the Facility within six (6) months after the Contract effective date, then the County and the Broker may by written mutual agreement extend the Contract upon the same terms and conditions for an additional time period that will not exceed six (6) months.

The County will reimburse the Broker an amount not to exceed \$1,500.00 for the actual costs the Broker incurs to market the Facility (to include the Broker's screening and summary preparation obligations).

Upon the County's approval of a tenant and the execution of a lease agreement, the County will pay the Broker a negotiated amount calculated based upon a percentage of the total base rent the tenant will be obligated to pay the County pursuant to the lease agreement. The Broker shall be responsible to pay any amount due a cooperating broker involved in the lease transaction.

RESPONSIVE PROPOSALS

A Proposer's responsive proposal shall not contain information in excess of that requested, must be concise, and must specifically address the matters stated in this RFP. Proposals are to be printed double-sided. Proposals shall be individually contained within a three (3) ring binder and shall be presented in tab order.

Each proposal shall contain the following:

Tab 1 Introduction.

A transmittal letter stating the individual or company name (if applicable), the name of the individual who can bind the company (if applicable), business address, business telephone number, and business e-mail address.

A copy of the Proposer's Polk County Local Business Tax Receipt (formerly known as a Business License).

A copy of the Proposer's State of Florida Real Estate Broker license.

Tab 2 Experience and Expertise.

A summary of the Proposer's commercial real estate leasing experience and, if applicable, its company's experience and organization.

A list of business references for whom the Proposer has provided similar real estate brokerage services. The list must include contact names, business addresses, business phone numbers, and business e-mail addresses.

A summary of the five (5) most recent commercial lease transactions in which the Proposer has represented the lessor/landlord, to include initial listing dates and dates the transactions closed.

If the Proposer is a business entity, then the Proposer shall provide the following information:

- the name and relevant contact information of the individual (the "Responsible Person") who shall be primarily responsible for providing the services described in this RFP; and
- (ii) a summary of the Responsible Person's commercial real estate leasing experience; and
- a summary of the five (5) most recent commercial lease transactions in which the Responsible Party has represented the lessor/landlord, to include initial listing dates and dates the transactions closed.

Tab 3 Proposed Marketing Plan

The Proposer will submit a proposed marketing plan for the Facility that is consistent with the requirements of the RFP.

Tab 4 Compensation.

The Proposer will submit its proposed range for the commission to be payable upon the closing of a lease transaction between the County and a tenant the Proposer has procured.

EVALUATION OF PROPOSALS

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The specific criteria established for this Request for Proposal is as follows:

- Experience and expertise
- Proficiency in similar projects
- References
- Proposed marketing plan
- Price

Using the above criteria, the Selection Committee will perform a written evaluation and will either select a firm or elevate firms for further consideration.

The County reserves the following rights:

- Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee, Procurement Director)
- Request that proposer(s) modify their proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require. (Selection Committee, Procurement Director)
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee, Procurement Director)
- Process the selection of the successful proposer without further discussion. (Selection Committee, Procurement Director)
- Accept or reject qualifications or proposals in part or in whole. (Selection Committee, Procurement Director)
- Request additional qualification information. (Selection Committee, Procurement Director)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division, Procurement Director)
- Obtain information for use in evaluating submittals from any source. (Contract Manager, Procurement Director)
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Polk County to do so. (Procurement Director)
- The County shall be the sole judge of proposers' qualifications. (Selection Committee, Procurement Director)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and seven (7) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "**RFP 11-079 Real Estate Broker Services for Port Hatchineha Park**" and marked with the respondents name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division 330 West Church Street, Room #150 Bartow, FL 33830

The submittal shall be received by the County only at the above address prior to **2:00 p.m.**, **Wednesday**, **July 27**, **2011**.

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County, a political subdivision of the State of Florida, must be named as an additional insured with respect to general and automobile liability arising from all work for Polk County. A waiver of subrogation in favor of Polk County is required for workers' compensation and general liability. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages; Independent Contractors;

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, (including attorney's fees) including, but not limited to, any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <u>www.polk-county.net</u> "Procurement & Bids." It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are **required** to <u>identify specifically</u> any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, <u>citing specifically the applicable exempting law.</u>

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.07 of the Florida Statutes, the responses received for this request for proposal may be reviewed ten (10) days after the proposal opening date. The proposal files may be examined during normal working hours by appointment.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify.E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <u>https://www.vis-dhs.com/EmployerRegistration</u>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit <u>www.dhs.gov</u> /e-verify or contact USCIS at 1-888-464-4218.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

VENDOR APPLICATION (SUBMITTAL PAGE)

Please type or print					
Date:			Federal Employer ID#/Social Security #		
Company Name:					
Pay to Address:			Business Tax Receipt #		
City:	State:	Zip:			
Phone: ()	Fax: ()		Professional License # (If Applicable)		
Physical Address:					
City:	State:	Zip:	Contractor's License # (If Applicable)		
Phone: ()	Fax: ()				
Phone: () Fax: () Organization: (check one) Individual Partnership Corporation (Incorporated under the laws of the state of) Person to contact for Quotes or Bids: E-Mail Address (must be completed in order to receive bid/quote solicitations): Contacts Phone #: Type of Business: List the commodity code number(s) for your business - A complete list of codes can be found at http://www.polk-county.net , Procurement & Bids, Vendor Registration			COMPANY CLASSIFICATION MUST CHECK ONE Caucasian Caucasian African American Hispanic American Asian-Pacific American Asian-Indian American If one of the above is checked please indicate whether Female Male Publicly Traded Corporation Employee Owned Company Companies that are not classified will NOT be added to the County's Vendor Database		

SignatureDateYou will be registered for the following commodity code(s).CodeDescription

To be solicited for other types of work, go to the Procurement website at <u>www.polk-county.net</u>, Procurement & Bids, Vendor Registration. Review the commodity codes listed and email any additional codes to <u>Procurement@polk-county.net</u> along with your company name and contact information.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name:				
Signature	Title	Date		
STATE OF: COUNTY OF:				
The foregoing instrument was signed	l and acknowled	ged before me this	day of	, 20,
by		who ha	as produced	
(Print or Type Name)				
		as identification.		
(Type of Identification and Number)				
Notary Public Signature				
Printed Name of Notary Public				
Notary Commission Number/Expiration				