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# **TOWN OF PALM BEACH**



## **TOWN OF PALM BEACH**

**RFP No. 2018-37**

**COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE  
GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY  
LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH,  
FLORIDA**

<b>Event</b>	<b>Date</b>
<b>Date RFP Issued</b>	<b>April 1, 2017</b>
<b>Due date for bidder questions</b>	<b>Until ten (10) days prior to the submittal date</b>
<b>Due date for bidder responses</b>	<b>Until seven (7) days prior to the submittal date</b>
<b>RFP Due Date</b>	<b>May 1, 2017 at 2:00 P.M.</b>
<b>Estimated Start Date</b>	<b>TBD</b>

**CONTACT:**

**Duke Basha**

**No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to [solicitations@TownofPalmBeach.com](mailto:solicitations@TownofPalmBeach.com) or Fax (561) 835-4688.**

### **Purchasing Division**

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### **Finance Department**

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TOWN OF PALM BEACH \* 951 OKEECHOBEE ROAD \* WEST PALM BEACH \*  
\* FLORIDA \* 33401



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## TOWN OF PALM BEACH

RFP No. 2018-37

COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE  
PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD,  
WEST PALM BEACH, FLORIDA

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## TOWN OF PALM BEACH

### Advertisement for Request for Proposals

#### **RFP No. 2018-37**

#### **COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**

Proposals for **COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LONG TERM LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**, will be received by the Town of Palm Beach at the Purchasing Office, located at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, **until May 1, 2018**.

The Town of Palm Beach is soliciting Requests for Proposals (RFP) for a qualified Commercial Real Estate Brokerage firm licensed to practice in the State of Florida, for the purpose of providing commercial real estate brokerage and advisory services for the purpose of securing proposals for ground lease options for Town owned property located at 5976 Okeechobee Blvd., West Palm Beach, Florida.

Time is of the essence and any proposal received after **2:00 p.m. on May 1, 2018** whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

An original, plus six (6) copies, and one (1) USB Drive of the proposal shall be submitted in sealed envelopes/packages addressed to Dean Mealy, Purchasing Manager, Town of Palm Beach, Florida, and marked "**RFP No. 2018-37 – COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**".

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the Town's website at [www.townofpalmbeach.com](http://www.townofpalmbeach.com), (*click "Doing Business," click "Sealed Bids / Request for Proposals" and follow the instructions*). The Purchasing Office is located at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401. Telephone (561) 838-5406.

Attention: Dean Mealy, II  
Purchasing Manager

**Dated:**       **April 1, 2018**  
                  **April 8, 2018**

**Published:** **Palm Beach Post**  
                  **DemandStar Website**  
                  **PublicPurchase Website**



## TOWN OF PALM BEACH

RFP No. 2018-37

COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND  
LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE  
BLVD, WEST PALM BEACH, FLORIDA

### PART I

#### PROPOSAL GUIDELINES

**1-1 Introduction:** The Town of Palm Beach, Florida is soliciting Requests for Proposals (RFP) from qualified Commercial Real Estate Brokerage firms licensed to practice in the State of Florida for the purpose of providing commercial real estate brokerage and advisory services to the Town for long term ground lease proposals for Town owned property located at 5976 Okeechobee Blvd., West Palm Beach, Florida.

**1-2 Proposal Submission and Withdrawal:** The Town must receive all proposals by **2:00 P.M. on May 1, 2018**. The proposals shall be submitted at the following address:

TOWN OF PALM BEACH  
Purchasing Office  
951 Okeechobee Road Suite "D"  
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. 2018-37 – COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA.**

This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3 Number of Copies:** Proposers shall submit **one (1) original and six (6) copies and one (1) USB** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4 Development Costs:** Neither the Town nor its representatives shall be liable for

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any expenses incurred in connection with preparation of a response to this Request for Proposal. 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.

**1-5 Inquiries:** Interested Proposers may contact the Town's Purchasing Office regarding questions about the proposal by telephone at (561) 838-5406 or by facsimile at (561) 835-4688. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (10) days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**1-6 Addendum:** The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. Proposers shall contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Manager through written communication prior to the opening of the proposals.

**1-7 Contract Awards:** The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within sixty (60) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a

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period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

**1-8 Contractual Agreement:** This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

The Town of Palm Beach is seeking to retain the services of on an “as needed” basis to provide **COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA.**

The contract resulting from this RFP will be for a one (1) year period with options to renew for up to two (2) additional annual periods.

**1-9 Selection Process:** The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

**1-10 News Releases:** The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

**1-11 Insurance:** The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the Town.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the Town's representative. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Agreement and it shall be an affirmative obligation upon the Consultant to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@Townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement. Compliance with the foregoing requirements shall not relieve the Consultant of the their liability and obligations under this Agreement.

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Consultant shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

## **I. PROFESSIONAL LIABILITY**

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$25,000** the Town reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this contract (Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three **(3)** years. Consultant shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

## **II. COMMERCIAL GENERAL LIABILITY , AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION**

Consultant shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.

Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Consultant shall agree this coverage shall be provided on a primary basis.

Consultant shall agree to maintain during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability in accordance with Florida Statute Chapter 440. Consultant shall agree this coverage shall be provided on a primary basis.

## **III. UMBRELLA OR EXCESS LIABILITY**

If necessary, Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's Liability coverage



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under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The Town shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

#### **IV. ADDITIONAL INSURED**

Consultant shall agree to endorse the Town as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read "Town of Palm Beach, Including Police Department, all Officers, Employees, Elected and Appointed Committees, and Commissions." Consultant shall agree the Additional Insured endorsements provide coverage on a primary basis.

#### **V. WAIVER OF SUBROGATION**

Consultant shall agree, by entering into this Contract, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

#### **VI. CERTIFICATE OF INSURANCE**

Immediately following notification of the award of this Agreement, Consultant shall agree to deliver to the Town a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage.

#### **VII. RIGHT TO REVIEW**

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

The Consultant shall indemnify, hold harmless and defend the Town, its officers, agents, servants, and employees from and against any and all claims, liability, damages, losses, and/or causes of action including reasonable attorneys' fees, which may arise from any



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breach of contract or any negligent act, error or omission of the Consultant, its officers, employees, agents, sub-Consultants, or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this agreement shall not apply to damages or injuries to the extent caused by the negligence or willful misconduct of Town, its officers, employees, agents, or third parties.

**1-12 Licenses:** Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

**1-13 Rights and Privileges:** Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

**1-14 Disclosure and Disclaimer:** Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

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The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

**1-15 Proposal Contents:** All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

**1-16 Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000<sup>.00</sup>) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

**1-17 Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the TOWN for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-18 Palm Beach County Inspector General:** The Proposer shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub contractors or lower tier subcontractors to

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fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

**1-19 Code of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach 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 submitting any future proposals for work, goods or services for the Town of Palm Beach.

**1-20 Lobbying Prohibited:** Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

**1-21 Conflict of Interest:** The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

**1-22 Non-Collusion:** Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

**1-23 Cone of Silence:** The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the issuance of this RFP and until award by Town Council. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by

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the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

**1-24 Public Record Laws:** In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the Town shall enforce the contract provisions in accordance with the contract.



## **TOWN OF PALM BEACH**

### **RFP No. 2018-37**

#### **PART II**

### **COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**

#### **NATURE OF SERVICES REQUIRED**

##### **2-1 PURPOSE AND SCOPE OF WORK**

The Town of Palm Beach, Florida was incorporated in 1911 and is located on a barrier island in the eastern part of Palm Beach County. The Town serves a full-time resident population of approximately 9,700 plus an estimated 15,000 additional seasonal residents.

The Town of Palm Beach (hereinafter known as "Town") seeks proposals from qualified Commercial Real Estate Brokerage firms licensed to practice in the State of Florida with experience in long term ground leases for the purpose of providing commercial brokerage services to Town owned property located at 5976 Okeechobee Blvd with the intent to secure proposers for ground lease options for the property.

The brokerage services agreement will be for a one - time charge fee.

The Town will provide Appraisal Report as Attachment "A".  
The Town will provide Survey Report as Attachment "B".

##### **2-2 MINIMUM REQUIREMENTS**

The Town will accept and evaluate proposals only from vendors that meet the following requirements:

- The Proposers must hold an active Florida Real Estate Broker License and provide copies of same.
- The account executive(s)/lead broker(s) who will be assigned to the Town of Palm Beach's account must each have a minimum of five (5) years experience in providing COMMERCIAL REAL ESTATE BROKERAGE SERVICES FOR GROUND LEASE LOCATED AT 5976 OKEECHOBEE BLVD, to clients, (preferably to municipalities).
- Vendor must provide real estate brokerage services to Palm Beach County area commercial clients. Only one submittal will be accepted from each firm; competing "branch" offices or competing teams from the same corporate entity may not submit separate proposals.

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- Vendors must provide evidence of sufficient financial support, equipment, personnel and supplies to perform the required services.
  - Vendors must provide proof of insurance or ability to acquire sufficient insurance as required by the Town of Palm Beach.
  - Vendors must provide a minimum of five (5) client references, (preferably three (3) of which are municipalities) of similar size and scope to this proposal on form provided herein.

## **2-3 SCOPE OF SERVICES**

The successful Proposer shall provide brokerage services including, but not limited to the following:

- Perform market analysis.
- Develop strategies for long term ground lease of property.
- Work with the Town to negotiate the ground lease of specified property with prospects.

## **2-4 PROPOSAL REQUIREMENTS**

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals from qualified Commercial Real Estate Brokerage firms licensed to practice in the State of Florida for the purpose of providing commercial real estate brokerage and advisory services to the Town. It is the intent of the Town to select a single proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the Town of Palm Beach in any way in the selection of the proposal that best meets the needs of the Town. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

A. Proposals must include the following at a minimum:

- Knowledge of local real estate market and South East Florida region.
- Global reach for marketing properties.
- Commercial real estate experience, qualifications and references.
- Proven commercial real estate record.
- Ability of the firm to meet or exceed the requirements defined in the RFP
- Fee schedule
- Completeness of response to RFP as outlined in this document.
- Resumes of partners, managers, supervisory and other staff assigned to this account.
- A statement setting forth the proposers understanding of the work to be done and a positive commitment to meet or exceed specifications stated herein.

## **2-5 INFORMATION TO BE PROVIDED BY THE TOWN**

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The Town will provide, at a minimum, the following information to assist the broker in performing its duties:

## **2-6 TOWN CONTRACT COORDINATOR**

The Town will assign a Contract Coordinator for these projects. After Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to the Contract Coordinator with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

## **2.7 CONTRACT PRICING**

Compensation for these services, including the entire scope as indicated in this document, shall be through commercial real estate brokerage commissions based on the successful submission of a ground lease proposal for the property.

- Vendor shall state its requested commission percentage on the proposal page of this document. The Town is seeking a one-time fee based on successful submission of a qualified proposer.

## **2-8 CONTRACT**

The selected Proposer will be expected to enter into a formal agreement at the time of contract award.

The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

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## **TOWN OF PALM BEACH**

### **RFP No. 2018-37**

### **PART III**

#### **COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**

### **PROPOSAL REQUIREMENTS**

#### **3-1 RULES FOR PROPOSALS**

Proposer shall submit **one (1) original and six (6) copies** in a clear, concise format on 8½ " x 11" papers, in English **and one (1) USB**. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

#### **3-2 SUBMISSION OF PROPOSALS**

An **original copy (so marked)** and **six (6) copies and one (1) USB** o include the following shall be submitted for a proposing firm to be considered:

1. **Title Page.**

Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.

2. **Table of Contents.**

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

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3. **Transmittal Letter.**

This letter will summarize in brief and concise manner the Proposer understands the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for one hundred twenty (120) days. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4. **Firm Composition, Qualifications and Background.**

The Submittal Package shall include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. The Firm shall have a minimum of ten (10) years relevant business experience similar to scope of work as described herein.

Provide a description of the qualifications and experience of the firm, and of the techniques, approaches and methods vendor will use in providing services to the Town as defined in the document. The submittal shall include, but does not have to be limited to: a description of the firm's client mix, the range to transactional support services offered by the firm, any relevant research products offered by the firm, any other unique qualifications or capabilities the firm possesses relative to the scope of services requested.

The Applicant Firm should provide examples of projects where the firm provided services on behalf of at least five (5) client references of which at least three (3) municipal clients. The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

The references shall be clients for whom they have provided similar services to those outlined in this request for qualifications and shall be current (within the last 3 years).

- a. Name and address of client.
- b. The nature of the firm's contract.
- c. The owner's representative's name, addresses, and phone number.
- d. Date contract started and ended.
- e. Scope or nature of contract
- f. Present status of the contract.

Letters of Commendations or Recommendation may be included in this section.

5. **Detailed Technical Proposal.**

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The detailed technical proposal should follow the order set forth below in this Request for Proposal.

6. **Cost Proposal.**  
Complete detailed fee schedule for provision of services and any additional fees, using forms provided.
7. **Proposers Qualifications.**  
Executed copy of form.
8. **List of Professional References.**  
Executed copy of form.
9. **Drug Free Certification.**  
Executed copy of form.
10. **Addendum.**  
Acknowledgement in appropriate section herein of receipt of each addendum issued by the Town.
11. **Variations/Exceptions.**  
Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal.
12. **Financial Information.**  
An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFP response. If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and may request reimbursement from all short listed finalists for the cost of the report.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **“Request for Proposal – RFP No. 2018-37 - COMMERCIAL REAL ESTATE BROKERAGE SERVICES FOR GROUND LEASE LOCATED AT 5976 OKEECHOBEE BLVD,”**.

### **3-3 TECHNICAL PROPOSAL**

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach

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that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included.

### **Section 1: INTRODUCTION LETTER**

An introduction letter introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state that the Proposer understands of the work to be done, and make a positive commitment to perform and complete the project.

### **Section 2: APPROACH TO THE PROJECT**

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- Overall approach and methods to achieve a fully functional project
- Describe involvement of Town staff;
- Describe the current work load;
- Methodology intended to implement and accomplish the services.

### **Section 3: PAST EXPERIENCE**

The proposal shall include past performance, including the total number of similar services provided to other commercial and/or municipal customers.

The following information shall be included regarding the Company's experience

Provide a minimum of five (5) references for which you provided a similar service within the past five years of the scope and nature required by this RFP. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.

Proposer shall provide a list of government experience related to long term ground lease solicitations.

Letters of Commendations or Recommendation may be included in this section.

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#### **Section 4: OPERATIONAL INFORMATION**

Proposers shall submit the following information as described in the sections below:

- A) Hours of operation;
- B) Provide resumes of all persons who will be involved in the business and the actual operations.

#### **Section 5: COST DETAIL**

Propose a fee schedule.

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## **TOWN OF PALM BEACH**

### **RFP No. 2018-37**

#### **PART IV**

#### **EVALUATION OF PROPOSALS**

#### **COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**

##### **4-1 EVALUATION AND AWARD**

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

**4-2 SELECTION COMMITTEE** - A Selection Committee, consisting of one Town Council member and Town personnel, will convene, review and discuss all proposals submitted.

**4-3 REVIEW OF PROPOSALS** - The Selection Committee will use a point/percentage formula during the review process to score proposals.

**4-4 EVALUATION CRITERIA** - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience of the Firm and Staff, Technical Approach to the Project/Scope of Work, and Fees.

**4-5 SELECTION** - Selection and award of contract shall be done in accordance with the State of Florida and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the services required. The Town will negotiate contract (s) with the top ranked firm (s), or succeeding ranked firms should negotiations fail. Award (s) shall be based on all the information submitted by the firms

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and a thorough review of all references provided based upon criteria set forth herein.

**4-6 ORAL PRESENTATIONS** - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the “Competitive Range” to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee

**4-6.1 FINAL SELECTION** - The Selection Committee will submit the recommended award

to the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town’s decisions will be final. Upon Council authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

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**TOWN OF PALM BEACH**  
**RFP No. 2018-37**

**COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE  
PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD,  
WEST PALM BEACH, FLORIDA**

**PROPOSAL PAGE**

One Time Ground Lease Brokerage Fee	\$
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Comments:

PROPOSER INFORMATION AND CERTIFICATION	
The undersigned Proposer certifies that this proposal is submitted in accordance with the RFP in its entirety and with full understanding of the conditions governing this RFP.	
COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
*AUTHORIZED SIGNATURE:	
TYPED NAME & TITLE	

TELEPHONE NO:	EMAIL:	FEDERAL ID#:
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***\*Failure to affix signature may result in disqualification of proposal.***

Name of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E Mail address: \_\_\_\_\_

- ***Bidders shall return a complete set of all proposal package forms proposals. Failure to submit the required documents may result in your bid being considered non-responsive.***
- ***All blanks on the forms must be completed.***
- ***Modifications to the forms (Unit of Measure, Descriptions, etc.) shall not be allowed.***
- ***Supplemental information may be attached.***

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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## TOWN OF PALM BEACH RFP No. 2018-37

COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR  
TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA

### PROPOSERS QUALIFICATIONS

The Proposer, as a result of this proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: \_\_\_\_\_ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: \_\_\_\_\_ years

8. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name: \_\_\_\_\_ Percentage of Interest: \_\_\_\_\_

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

**Note:** Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**TOWN OF PALM BEACH**  
**LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCES**  
**RFP No. 2018-37**

**COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE PROPOSALS FOR  
TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FLORIDA**

The following is a list of at least **five** (5) current (within the last three years) and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

Company Name: \_\_\_\_\_



**TOWN OF PALM BEACH  
RFP No. 2018-37**

**COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE  
PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD,  
WEST PALM BEACH, FLORIDA**

**DRUG-FREE WORK PLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by \_\_\_\_\_ the  
(Individual's Name)***

\_\_\_\_\_ of \_\_\_\_\_  
**(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



**TOWN OF PALM BEACH  
LIST OF PROPOSED SUBCONTRACTORS  
RFP No. 2018-37**

**COMMERCIAL REAL ESTATE BROKERAGE SERVICES TO SECURE GROUND LEASE  
PROPOSALS FOR TOWN OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD,  
WEST PALM BEACH, FLORIDA**

The undersigned Proposer hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_

## Evaluation Criteria

Criteria	Weight
<b>Qualifications and Experience/Ability of Professional Personnel / Financial</b> <ul style="list-style-type: none"> <li>• Availability of qualified personnel</li> <li>• Experience with long term ground lease (s)</li> <li>• The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel and continuity of staff.</li> <li>• Ability to meet set standards</li> <li>• Previous contracting experience with governmental agencies</li> <li>• Evidence of a capable and well-organized engagement team and management plan</li> <li>• Evidence of insurance and/or bonding capacity</li> <li>• Demonstrated experience performing municipal audits, including single audits</li> </ul>	35%
<b>Quality of Services</b> <ul style="list-style-type: none"> <li>• Conveyance of a willingness to work with Town staff to maximize resources</li> <li>• The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully</li> <li>• High quality level of services to be provided to Town</li> </ul>	30%
<b>Technical Approach to the Project/Scope of Work</b> <ul style="list-style-type: none"> <li>• Approach to the Project and Methodology</li> <li>• Understanding of Town needs</li> <li>• Technical Soundness of the proposal</li> <li>• Applicability of the services offered</li> <li>• Meeting the Town's operational requirements</li> </ul>	20%
<b>Fee</b> <ul style="list-style-type: none"> <li>• One Time Brokerage Fee</li> </ul>	10%
<b>Other</b> <ul style="list-style-type: none"> <li>• Overall completeness, clarity and quality of proposal</li> <li>• Time frames and delivery dates / Project Schedule</li> <li>• Volume of Work in process</li> </ul>	5%