

# REQUEST FOR QUALIFICATIONS

**Real Estate/Broker Services**



# TEMPLE TERRACE

*Amazing City. Since 1925.*

**February 8, 2017**

**Submission Deadline: February 24, 2017**

Temple Terrace Redevelopment Agency  
11250 North 56<sup>th</sup> Street, Temple Terrace,  
Florida 33617

[www.templeterrace.com/193/Redevelopment](http://www.templeterrace.com/193/Redevelopment)

## Real Estate/Broker and Marketing Services RFQ

The purpose of this Request for Qualifications (RFQ) is to solicit qualifications to hire an experienced firm or individuals for the purpose of acting as the City of Temple Terrace and Temple Terrace Redevelopment Agency's (collectively "TTRA") agent in the marketing and development of real property owned by the City. The TTRA is interested in developing the City owned properties in the City's Redevelopment District to assist with redevelopment efforts.

### Scope of Work

The individual or firm selected to act as the TTRA's agent will be responsible for the following services, including but not limited to:

- Research regarding real estate development opportunities for City owned properties;
- Assisting in determining valuation of property;
- Marketing of the property and dissemination of accompanying RFP(s);
- Financial Analysis of each RFP response received;
- Property sale negotiations;
- Related services that the TTRA may request once agreed upon by both parties.

The RFQ shall require the responding firm or individual to provide, identify and describe the structure of compensation for services rendered. The RFQ shall consider various compensation scenarios whether in the form of a retainer, broker fee and/or ground lease arrangement.

The City of Temple Terrace is governed by a 5 member City Council and its Mayor. The Temple Terrace Redevelopment Agency is governed by a 5 member Board (comprised of members of City Council) and a chairman (the City's Mayor). Revenue is generated by the Redevelopment Agency for projects through Tax Increment Financing.

The TTRA engages in various programs and projects to accomplish its goal to redevelop its commercial areas. Activities include capital improvement projects such as infrastructure, streetscape and parking, economic development and more.

All responses must be delivered or mailed to:

Temple Terrace Redevelopment Agency  
Attn: Cheryl Mooney, City Clerk  
11250 North 56<sup>th</sup> Street,  
Temple Terrace, Florida 33617  
813.506.6484

Additional information is available at:

<http://www.templeterrace.com/193/Redevelopment>

**ENVELOPE MUST BE IDENTIFIED AS RFQ REAL ESTATE/BROKER SERVICES AND RECEIVED AT THE TTRA OFFICE NO LATER THAN 3:00pm FEBRUARY 24, 2017**

The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the submitter to insure that all pages are included.

Signatures are required where indicated in ink; failure to do so shall be cause for submittal rejection.

### Changes and Interpretations

Changes to this RFQ will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the TTRA's website - <http://www.templeterrace.com/193/Redevelopment>. It is the sole responsibility of each Proposer to check the TTRA's website for posted addenda. The TTRA will not mail or fax any addenda to a Proposer.

All questions regarding this RFQ should be submitted in writing via mail or e-mail and must be received by the TTRA no later than ten (10) calendar days prior to the due date for submissions:

Temple Terrace Redevelopment Agency  
Attn: Martin Hudson, Redevelopment Director  
11250 North 56<sup>th</sup> Street,  
Temple Terrace, Florida 33617  
[mhudson@templeterrace.com](mailto:mhudson@templeterrace.com)

All questions will be answered via addenda. If a question is not answered, the submitting firm should assume all relevant information is contained within this RFQ. The TTRA will strive to issue all addenda at least three (3) business days before the proposal due date; however, the TTRA reserves the right to issue any addenda at any time.

### Property of the TTRA

All materials submitted in response to this RFQ become the property of the TTRA. The TTRA has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a proposal(s) does not affect this right.

### RFQ Timetable

The **anticipated** schedule for this RFQ and contract approval is as follows:

- |  |                      |
|--|----------------------|
| ▪ Responses to RFQ Due:                            | February 24, 2017    |
| ▪ Review of proposals by the Evaluation Committee: | By February 28, 2017 |
| ▪ Presentation of proposals to TTRA:               | March 7, 2017        |
| ▪ Firm approved by TTRA Board and City Council:    | March 7, 2017        |

The TTRA reserves the right to amend the anticipated schedule as it deems necessary.

### Cone of Silence

The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding this RFQ, between:

- (A) Any person or person's representative seeking an award from such competitive solicitation; and,
- (B) Any City Council member or the Mayor or any member of City staff that is designated to review and score the proposals submitted in response to this request for qualifications.

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 deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular RFP, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the City or withdrawn by the applicant.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting; presentations made to the council 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, City Council member, Mayor or advisory council member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process. The cone of silence shall terminate at the time the City Council makes the decision to award or approve a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

### **Disclosure and Disclaimer**

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

In its sole discretion, the TTRA may withdraw this RFQ either before or after receiving responses, may accept or reject qualifications with or without cause, may waive technicalities, and may accept qualifications which deviate from the non-material provisions of this RFQ. In its sole discretion, the TTRA may determine the qualifications and acceptability of any firm or firms submitting qualifications in response to this RFQ. Following submission of a response, the Firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the response and/or the Firm, including the Firm's affiliates, officers, directors, shareholders, partners and employees, as requested by the TTRA. Any action taken by the TTRA in response to submittals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such responses, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the TTRA, or their advisors.

Respondents, by submitting responses to this RFQ, acknowledge the provisions of this RFQ, including, but not limited to this section, and agree to be bound by the terms hereof. Any response submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such response.

### **Contract Agreement**

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with the successful respondent. If the TTRA and the successful respondent cannot agree on the terms and conditions of the resulting contract, the TTRA reserves the right to terminate negotiations with the successful respondent and move to the next ranked respondent to commence negotiations. Negotiations may continue in this process until the TTRA is able to enter into a contract with a respondent that best meets the needs of the TTRA.

### Insurance Requirements

Prior to execution of the resulting contract derived from this RFQ, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TTRA. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the City of Temple Terrace TTRA and the City of Temple Terrace as an "Additional Insured".

### Evaluation and Award

The City Manager will assemble an Evaluation Committee to evaluate the qualifications from the respondents. The Temple Terrace City Council will make the final determination as to which Proposer shall be selected. The TTRA Board and City Council are not bound by the recommendation of the Evaluation Committee and the TTRA Board and City Council may deviate from the recommendation in determining the best overall response which is most advantageous and in the best interest of the TTRA.

Each Response will be evaluated individually and in the context of all other responses. Submittals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Submittals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. The TTRA reserves the right to award the contract to the Respondent submitting the best overall responsive submittal which is most advantageous and in the best interest of the TTRA.

While the TTRA allows Responders to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Respondent who is most advantageous to the TTRA. **Evaluation Scoring Criteria has been incorporated into the RFQ document.**

### Representations by Submittal of Firms

By submitting a response, the Firm warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the submittal or in the anticipated contract.

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B. The submittal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another qualifications, and that the Firm submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Firm understands and agrees to all elements of the submission unless otherwise indicated or negotiated, and that the response may become part of any contract entered into between the TTRA and the Firm.

D. By signing and submitting a response, Submitter certifies that Firm and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Proposer recognizes and agrees that the TTRA will not be responsible or liable in any way for any losses that the Firm may suffer from the disclosure or submittal of response information to third parties.

### Compliance

All proposals received in accordance with this RFQ shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

### Procurement Protest Procedures

The resolution of any protests regarding the decision to award a contract hereunder shall be in accordance with the procedures established herein.

A. **Filing.** Any person who is affected adversely by the City's intended decision to award a contract, e.g. a "Protesting Respondent," may file with the City Manager a written notice of protest within seventy-two (72) hours of the date that the written notice of intent is posted and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity, the facts and law upon which the protest is based. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute an absolute waiver of the aggrieved party's right to contest the City's decision to award the contract and all further proceedings.

B. **Hearing.** If a protest is not withdrawn, the City Manager shall hold a hearing within fourteen (14) days of receipt of a formal written protest. Notice of such hearing shall be provided to the protesting bidder as well as every other proposer that submitted a bid to the City, and shall be sent via U.S. Mail not less than seven (7) business days prior to the date of the hearing. Participants at the hearing may include the protesting bidder, the responsible bidder selected by the City, and the City's representative. The protesting bidder's failure to appear at the hearing shall constitute a withdrawal of the formal protest and an absolute waiver by the protesting bidder of his or her right to contest the City's decision to award the contract. The hearing shall be conducted utilizing principles of fundamental fairness to all participants.

C. The City Manager may:

- (1) Receive testimony under oath;
- (2) Receive relevant evidence;
- (3) Regulate the course of the hearing, including any prehearing matters;
- (4) Prepare a written recommendation for City Council's consideration;
- (5) Make or receive offers of settlement, stipulation, and adjustment, subject to approval by City Council.

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D. The City Manager shall, within five (5) days after the hearing, file with the City Clerk and provide to the City Council a written recommendation which shall include the time and place of the hearing, appearances of persons who participated at the hearing, statement of the issues, findings of fact and a recommendation for final City Council action.

E. The City Council shall consider and take action on the City Manager's recommended order at its next regularly scheduled meeting.

END OF GENERAL INFORMATION

### SUBMITTAL REQUIREMENTS:

Submittals must contain the following documents, each fully completed and signed as required.

#### Letter of Transmittal

Each submittal must include a letter of transmittal containing the Firms interest in the providing services and the signature of the representative authorized to enter into signed contracts for the prime contractor. This letter should not exceed three pages in length. The following items shall be provided in the order specified. Each firm is asked to submit one unbound original and five (5) bound copies plus one copy of the submittal on a portable drive or CD.

Written submittals should be concise and clear and should include, at a minimum, information necessary for the Evaluation Committee to score the Respondent on the criteria set forth below:

- The Respondent's demonstrated ability to perform the scope of work;
- Experience and qualifications of Respondent's team members, with specific expertise in real estate, brokerage services, and marketing services;
- A description of previous projects Respondent has performed for organizations of similar size and complexity. Provide names and information of references from these organizations;
- The Respondent's proposed management and staffing and the name of the designated contact or point person for the firm to the TTRA/City;
- A brief description of the firm's related experience and individuals experience in property negotiation;
- All related licenses and/or certifications.

### PROCESS FOR CONSIDERATION OF PROPSALS:

#### Selection Criteria and Points

- Background/ Experience – 10 points
- Skill – Firm's understanding of the project, capacity and skill – 10 points
- References – Firms references evidencing record of performance and ability to successfully complete projects on time and within budget – 10 points
- Team - Proposers strength of team qualifications, experience and understanding of the Temple Terrace community – 10 points
- Total – 40 points (Maximum Attainable Points)

Evaluation Committee Staff will be responsible for determining whether proposals submitted in response to the RFQ are complete and considered "responsive."



**SUBMITTING FIRM'S INFORMATION PAGE**

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

Authorized  
Signature: \_\_\_\_\_  
Signature Print Name

Title: \_\_\_\_\_

Physical  
Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Web Site: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

**This is a requirement of every Respondent.**