



## **REQUEST FOR PROPOSAL**

### **COMMERCIAL REAL ESTATE BROKER SERVICES**

**PROPOSAL DUE DATE – MAY 1, 2017**

# OVERVIEW

## A. Invitation

The Titusville Cocoa Airport Authority (herein called Authority) is requesting proposals and qualifications from experienced State of Florida licensed Commercial Real Estate Brokerage firms who are interested in providing in accordance with this Request for Proposal (RFP) specific tasks to be considered for selection.

## B. Scheduled of Events

### Date

Release of RFP

Proposals Due

May 1<sup>st</sup>, 2017

Board Selection Meeting

May 18<sup>th</sup>, 2017

Board Meeting – Award, if needed to be separate

June 15<sup>th</sup>, 2017

## C. Contract award

This RFP is issued with no guarantee of contract award. No contractual obligation is implied or intended as a result of this solicitation. If the Authority does not award the contract or withdraws the solicitation in its entirety, they assume no obligation, financial or otherwise to prospective bidders responding to this RFP. Contract award will be based on the criterial outlined in Section V of this RFP. Titusville Cocoa Airport Authority reserves the right to award multiple brokerage contract for different buildings.

## D. Exclusive Rights

The selected proposer may be granted exclusive rights with respect to commercial real estate broker services at the locations awarded by the contract as further described in Section II.

## E. Term

Contract will be for a base period of one (1) year. There will be a provision for up to two (2) additional, three (3) month options at the sole discretion of the Authority. Quality of task performance will determine the viability of exercising such options. The Authority reserves the right to terminate the contract immediately for cause. Either party may terminate the contract without cause upon a 30 day written notice.

## F. Contracted Services to be Furnished

Proposers will be required to furnish the services outlined in Section II of this RFP. All resources necessary to carry out these services including but not limited to management, advertising, and internet marketing and presence will be responsibility of the proposer.

## **II. STATEMENT OF WORK**

### **A. Scope of Work**

The Authority is seeking an experienced State of Florida licensed Commercial Real Estate Brokerage Firm who are interested in providing the following services:

Marketing for and bringing to successful lease with qualified tenants available space at:

**Space Coast Regional Airport (TIX)**

Marketing for and bringing to a successful lease with qualified tenants available space at:

**Merritt Island Airport (COI)**

Marketing for and bringing to successful lease with qualified tenants available space at:

**Arthur Dunn Airpark (X21)**

The Authority has previously attempted to market existing properties and has a list of potential customers that will be excluded from this agreement.

The Authority reserves the right to negotiate contracts for one, several or may withdraw certain buildings. Scope could also include negotiation of master leases of certain assets with developers.

### **III. PROPOSAL CONTENT**

#### **A. Overview**

Proposers are advised that the Authority's ability to conduct a thorough evaluation of proposals requires that proposals are well ordered, detailed and concise. Clarity of language and adequate documentation is essential. The Authority is interested in specific purposeful information.

To be considered responsive, stated objectives, expectations and requirements made by the Authority in this RFP require a response from the bidder, i.e., either an acknowledgment of understanding, or statement of compliance, or the provision of the information as requested. As a minimum requirement, proposers must include the following in their proposals:

- Proposal Acknowledgment (Attachment A)
- Conflict of Interest Certificate (Attachment B)
- Executive Summary
- Qualifications of Exact Parties to be assigned to the leasing
- Marketing and Lease Plans
- Internet and Web Marketing Program Proposed
- Advertising Program Recommended and Cost
- Proposed brokerage fee schedule(s)

#### **B. Proposal Acknowledgment and Conflict of Interest Certificate**

The proposer shall provide a signed copy of:

- Attachment A - Proposal Acknowledgment Form
- Attachment B - Conflict of Interest Certificate

#### **C. Executive Summary**

The proposer shall provide a summary overview of the firm, including history, office location(s), capabilities, certifications and licenses. Describe how the firm is uniquely qualified to successfully carry out the objectives of this RFP. Describe and outline firm strengths in Class A Office Floor Space, Retail and indicate your plan to represent the Authority in each.

#### **D. Qualifications**

It is critical that the selected firm has the experience, resources and capacity to successfully meet the objectives of this RFP. To demonstrate this, the proposer shall include the following information in this section:

1. Evidence that the firm is a commercial real estate brokerage firm, licensed by Florida DBPR with a minimum of five (5) years experience.
2. Evidence of recent successful experience providing similar services, including a brief description of the work and individuals to be contacted with telephone numbers (minimum of three).

3. Evidence of firm's national reach with corporate space contractors, aerospace, aviation, manufacturing, retailers, possibly restaurants, and brand firms; and how your firm will reach and bring in those potential tenants.
4. A list of services which would not be performed in-house and a list of consultants which would provide services for the firm and what added cost, if any.
5. An organizational chart and other information which will be useful in evaluating the proposal service with detail team obligations clearly spelled out.
6. Resumes of all key individuals to be involved in the various aspects of the project and an explanation of each individual's role in the project.
7. A schedule of current commitments and obligations and any competing exclusive listings.
8. Description of firm's success rate; including record of commercial listings vs. successful closing in the past five (5) – seven (7) years, average months of each listing prior to sale; number of sales vs. ground leases, office space leases, floor space and retail contracts handled in past five (5) years and any other additional information which might be of interest.
9. Outline the firm's web and internet marketing program and how your firm will feature the properties to get them into various search engines, national listings, and attract potential clients.
10. Trade show or national brand contracts to attract retail or corporate clients to the firm.
11. Outline your Co-Broker Plan and how you plan to expand the possible network and include other firms who bring clients to sign leases.

**E. Marketing and Lease Plans**

The proposer shall provide a descriptive paragraph addressing the current market. The proposer shall also provide an outline of methodology for implementation and marketing of the proposed scope of work.

**F. Proposed Brokerage Fee Schedule(s)**

The proposer shall provide their standard fee schedule(s) and a statement addressing the negotiability of these fee(s). Include cost covered and any excluded cost, how advertising and promotion will be handled, lease renewal terms, Co-Brokerage arrangements and any incentive or combination discounts for multiple listings.

- G.** Provide separate references with Name, Phone, Email and type of current listing for Office, Flex Space, and Retail Clients. At least three (3) current or recently dealt with references per asset type.

## **IV. PROPOSAL ADMINISTRATION**

### **A. Overview**

This section details the procedures the Authority has established for the managing of the RFP process. The purpose of these procedures is to ensure that the Authority receives proposals under an open and competitive process as well as ensure proposers receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposals.

### **B. Point of Contract**

All communications regarding this RFP should be directed in writing to:

Michael D. Powell, C.M., ACE  
Titusville Cocoa Airport Authority  
355 Golden Knights Blvd.  
Titusville, FL 32780

Or via email to [mpowell@flairport.com](mailto:mpowell@flairport.com)

No other Authority official or employee is empowered to speak for the Authority with respect to this RFP. Should questions be considered relevant to all interested proposers, a written answer will be provided to all firms who have returned a completed bidder registration sheet. By submitting a question to the Authority, proposers waive any right to confidentiality.

### **C. Withdrawal of RFP**

The Authority reserves the right to withdraw or amend the RFP at its sole discretion without liability or obligation on the part of the Authority.

### **D. Submission Requirements**

Proposers shall submit two (2) originals and five (5) copies of their proposals along with an electronic copy (pdf format) on CD or flashdrive. Proposals shall be submitted in a sealed envelope bearing the name and address of the proposer and the RFP title clearly marked on the outside. Proposals must be received at the address below:

Titusville Cocoa Airport Authority  
c/o Michael D. Powell, C.M., ACE  
355 Golden Knights Blvd.  
Titusville, FL 32780

Late deliveries will be rejected from further consideration. The Authority will not be responsible for delays caused by the mail service or any other occurrence. Facsimile submittals or any electronic submittals are not acceptable.

## **E. Rejection of Proposals**

The Authority reserves the right to reject any and all proposals at any time without penalty and to waive immaterial defects and minor irregularities.

## **F. Conflict of Interest**

All proposers must furnish with their proposal a Conflict of Interest Certificate (Attachment B) disclosing any officer, director, or agent who is also an employee of the Titusville Cocoa Airport Authority. Further, all proposers must disclose the name of any Authority employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

## **G. Errors and Omissions**

The Authority shall not be held responsible for any errors or omissions in any part of this RFP. Although the Authority has made considerable effort to ensure an accurate representation of the information in this RFP, the information is supplied solely as a guideline for the prospective proposers. The information is not guaranteed or warranted to be accurate by the Authority, nor is it comprehensive or exhaustive.

## **H. Indemnification**

The bidder will hold harmless and indemnify the Authority for any loss, damage, personal injury or other claim resulting from the proposer's use of the subject premises. Proposer agrees to defend Authority in all legal actions arising against the Authority or the proposer as a result of the proposer's use of the subject premises or those using the said premises.

## **I. Insurance**

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers' Compensation** - Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident or disease. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act. Companies with three (3) or fewer employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section or a valid exemption form issued by the State of Florida.
2. **Comprehensive General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:
  - a) Minimum limits of \$1,000,000 per occurrence combined single limit for

Bodily Injury Liability and Property Damage Liability.

- b) Professional Liability.
- c) Independent Contractors.
- d) Products and Completed Operations.
- e) Errors and Omissions.
- f) Coverage on an occurrence basis.

**3. Business Auto Policy** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- a) Minimum Limits of \$500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- b) Owned Vehicles.
- c) Hired and Non-Owned Vehicles.

The Authority is to be specifically included as an additional insured for each coverage or policy named above for liability of the Authority resulting from operations performed by or on behalf of the bidder associated with this contract. Bidder's insurance including that applicable to the Authority as an additional insured shall apply on a primary basis and any other insurance maintained by the Authority shall be in excess of an shall not contribute with bidder's insurance. Bidder's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

The policy must be endorsed to provide the Authority with thirty (30) days notice of cancellation and/or restriction.

Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with the Authority before commencement of the contract. The required certificates of insurance shall refer specifically to this contract and shall state that such insurance is as required by this contract.

If the initial insurance expires prior to the termination of the contract, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

#### **J. Subcontracting and Assignments**

It is understood that the successful proposer will be an independent contractor and that the employees or agents of the firm will perform all services offered. Subcontracting or re-assignment of any services will not be permitted by the Authority.



## **V. BID SELECTION AND CONTRACT AWARD**

### **A. Selection Process**

The Titusville-Cocoa Airport Authority Board of Directors shall review all proposals pursuant to the following evaluation criteria and from those results prepare a proposed ranking.

Applicant to be a Commercial Real Estate Brokerage Firm, licensed by FL DBPR with a minimum of five (5) years experience - **10 points**

Description of current market for office building rental of Class A office space in Central Brevard Retail and Flex Space - **10 points**

Description of experience with Aviation Related Development - **20 points**

Description of success rate of firm; including record of commercial listings vs. successful closings in past three (3) years, average months of each listing prior to sale; number of sales vs. office lease contracts handled in past five (5) years and any other related information - **15 points**

Commercial references (three (3) minimum) - **10 points**

Biographies of personnel who will handle account, including DBPR license numbers - **20 points**

Brokerage fee schedule with discussion on negotiability of fees and marketing leasing cost overall - **20 points**

Interview and Presentations, if needed - **15 points**

Based on the proposed ranking, the Titusville-Cocoa Airport Authority Board of Directors will direct the CEO or his designee to negotiate a written contract for services, starting with the top ranked firm(s).

The Authority shall not be bound to accept any proposal. Proposals shall remain irrevocable for a period of ninety (90) days from the proposal closing date .

### **B. Contract Award(s)**

The Authority will award the contract(s) to the highest ranked firm(s) that meets the RFP requirements. Any award made by the Authority shall be made in writing. A final contract is predicated upon both parties agreeing to specific terms and conditions. During this process, the scope of work will be refined, issues prioritized and responsibilities will be delineated between the selected firm and the Authority. All issues surrounding the implementation of the agreement will be clarified. Upon successful negotiations, formal contract(s) will be executed between the selected firms and the Authority. If an agreement cannot be executed for any reason, the

Authority may, at its sole discretion, award the contract to the next qualified firm or terminate the RFP process.

Once the Authority and the selected firm(s) execute an Agreement, all other proposers will be notified accordingly. By responding to this RFP, proposers agree that the decision of the Authority is final and binding.

The Authority reserves the right to issue separate leasing agreements per building or to combine several buildings. Firms may be asked to co-broker some or all of the buildings or to be primary leasing agent on one but have access to bringing clients/tenants on all.

**ATTACHMENT A**

**PROPOSAL ACKNOWLEDGMENT FORM**

**COMMERCIAL REAL ESTATE BROKER SERVICES RFP**

PROPOSAL IS SUBMITTED

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER:

\_\_\_\_\_

FAX NO:

\_\_\_\_\_

E-MAIL ADDRESS:

\_\_\_\_\_

NAME OF AUTHORIZED

PERSON(S): \_\_\_\_\_

POSITION(S) OF THE PERSON(S):

\_\_\_\_\_

\_\_\_\_\_

To the Titusville Cocoa Airport Authority,

I/We \_\_\_\_\_ the undersigned declare:

THAT I/WE have carefully examined the information and documentation prepared, submitted and rendered available by the Titusville Cocoa Airport Authority, and hereby acknowledge the same to be part and parcel of any contract to be left for the work therein described or defined.

THAT no Person(s), Firm or corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached before has any interest in this proposal or in the contract proposed to be taken.

THAT this proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.

I/WE ensure that no Board Member or employee of the Titusville Cocoa Airport Authority, is or has become interested directly or indirectly, as a Contracting Party, Partner, Stockholder, Surety or otherwise howsoever in or on the performance of the said contract, or the supplies, work or business in connection with the said contract, or in any portion of the profits thereof or of any supplies to be used therein, or in any monies to be derived therefrom.

THAT I/WE do hereby offer to enter into a contract to do all the work and to provide all of the labor and to furnish all equipment and material mentioned and described or implied therein in effect on the date of the acceptance of the proposal.

THAT this proposal is irrevocable and open to acceptance until the formal contract is executed by the awarded bidder for the said work or ninety (90) days or for as long as stated elsewhere in the document,

whichever event first occurs. The Titusville Cocoa Airport Authority may at any time within that period without notice, accept this proposal whether any other proposal has been previously accepted or not.

THAT the awarding of the contract by the Titusville Cocoa Airport Authority is based on this submission and shall be an acceptance of this proposal and subsequent negotiations (if any).

THAT I/WE also understand that the Titusville Cocoa Airport Authority reserves the right to accept or reject all or part of this proposal or any other.

The undersigned affirms that he/she is duly authorized to execute this PROPOSAL.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
POSITION

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

# ATTACHMENT B

## CONFLICT OF INTEREST CERTIFICATE

### COMMERCIAL REAL ESTATE BROKER SERVICES RFP

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

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#### SECTION I

I hereby certify that no official or employee of the Authority or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

#### SECTION II

I hereby certify that the following named Authority official(s) and employee(s) having material financial interest(s) in this company have filed Conflict of Interest Statements with the Supervisor of Elections prior to proposal submission.

Name \_\_\_\_\_

Title or Position \_\_\_\_\_

Date of Filing \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Certifying Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

## **PUBLIC OFFICIAL DISCLOSURE**

Section 126.111 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official \_\_\_\_\_

Position Held \_\_\_\_\_

Position or Relationship with  
Proposer \_\_\_\_\_

# ATTACHMENT C

## PROPOSAL BID FORM

Bidder Information:

Name \_\_\_\_\_

Address \_\_\_\_\_

Existing under the laws of the State of \_\_\_\_\_, doing business as a \_\_\_\_\_ to furnish all materials, equipment, and labor to perform all work in accordance with the contract specifications and advertisement for bid for:

### COMMERCIAL REAL ESTATE BROKER SERVICES RFP

Bidder acknowledges receipt of addenda no(s):

\_\_\_\_\_

PROPOSED BY: \_\_\_\_\_

Name & Title

Date

CORPORATE SEAL(if applicable)

NOTE: Anyone signing the proposal, as an Agent must include legal evidence of his or her authority to do so.

\*Individual, partnership or corporation



**ATTACHMENT D (Enclosed)**

**Exhibit A – Available Property in and around Space Coast Regional Airport (TIX)**

**Exhibit B – Available Property at Merritt Island Airport (COI)**

**Exhibit C – Available Property at Arthur Dunn Airpark (X21)**