

GRAYSON COUNTY, TEXAS

REQUEST FOR PROPOSAL

RETURN PROPOSAL TO:

GRAYSON COUNTY AUDITOR'S OFFICE
100 W. Houston Street
Sherman, TEXAS 75090

The enclosed REQUEST FOR PROPOSAL and accompanying SPECIFICATIONS are for your convenience in offering the referenced products and/or services for Grayson County.

Sealed PROPOSALS shall be received no later than:

10:00 A.M., WEDNESDAY, MARCH 10, 2010

MARK ENVELOPE: "PROPOSAL NO. 10-02-03: REAL ESTATE BROKER"

Grayson County appreciates your time and effort in preparing a Proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Purchasing Agent's office, 100 W. Houston St., Sherman, Texas, at 10:00 A.M., on the closing date.

If you do not wish to submit a proposal at this time but wish to remain on the bid list for this commodity, please submit a "NO OFFER" by the same time and at same location as stated for bidding. If response is not received in the form of a "PROPOSAL" or "NO OFFER" for three (3) consecutive RFP'S, bidder will be removed from bid list. If however, you choose to "NO OFFER" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified.

Grayson County is appreciative of the time and effort you expended to submit an offer. We would appreciate you indicating on your "NO OFFER" response any requirements of this RFP request which may have influenced your decision to "NO OFFER".

Awards should be made approximately two weeks after PROPOSAL opening date. Firms desiring a copy of the tabulation sheet may request same by enclosing a self-addressed stamped envelope with offer. **RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the Grayson County Purchasing Department at (903) 813-4259, Jeff Schneider - Purchasing Agent.

GRAYSON COUNTY
REQUEST FOR PROPOSAL

RFP NO. 10-02-03

BY ORDER OF the Commissioners Court of Grayson County, Texas, sealed Proposals will be received for:

**Professional Real Estate Broker for the Development of the
North Texas Regional Airport**

IT IS UNDERSTOOD that the Commissioners Court of Grayson County, Texas reserves the right to accept or reject any and/or all proposals, as it shall deem to be in the best interest of Grayson County. Receipt of any proposal shall under no circumstances obligate Grayson County to contract these services. The award of this contract shall be made to the most qualified firm, whose proposal is determined to be the best offer resulting from negotiation, taking into consideration the relative importance of the evaluation factors set forth in the request for proposals.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, and each signature page shall be manually signed by a person having the authority to bind the firm in a contract. The envelope shall be sealed and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: Sealed offers shall be submitted to:
Grayson County Auditor's Office
100 W. Houston Street
Sherman, Texas 75090

NO LATER THAN 10:00 A.M., WEDNESDAY, MARCH 10, 2010

MARK ENVELOPE: "RFP NO. 10-02-03; REAL ESTATE BROKER"

ALL PROPOSALS MUST BE RECEIVED IN COUNTY AUDITOR'S OFFICE
BEFORE OPENING DATE AND TIME

FUNDING: Funds for payment have been provided through the Grayson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Grayson County fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Grayson County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Auditor's Office shall be the official time of receipt.

ALTERING PROPOSALS: Any inter-lineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerors, their representatives and interested persons may be present. The proposals shall be reviewed and acknowledged only so as to avoid disclosure of the contents to competing offerors, and kept secret during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offeror as such.

SALES TAX: Grayson County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

CONTRACT AWARD: Grayson County reserves the right to award the contract to the evaluated lowest proposal resulting from negotiation, considering the weighted factors of evaluation.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by Grayson County, shall constitute a contract equally binding between the successful offeror and Grayson County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Grayson County Purchasing Agent.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

ETHICS: The offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Grayson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for award. Offeror's taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offeror has not taken exceptions and shall hold the offeror responsible to perform in strict accordance with the specifications of the RFP. Grayson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Grayson County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerors shall acknowledge receipt of all addenda.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning this type of commodity(ies), service(s).

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

- 1.) have adequate financial resources, or the ability to obtain such resources as required
- 2.) be able to comply with the required or proposed delivery schedule
- 3.) have a satisfactory record of performance
- 4.) have a satisfactory record of integrity and ethics
- 5.) be otherwise qualified and eligible to receive an award

Grayson County may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

REFERENCES: Grayson County requests offeror to supply, with this RFP, a list of at least three (3) references where like commodities/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

OFFEROR SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

SUCCESSFUL OFFEROR SHALL defend, indemnify and save harmless Grayson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award of this RFP. Successful offeror shall pay any judgment with cost, which may be obtained, against Grayson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offeror must state therein the reasons for such cancellation. Grayson County reserves the right to award cancelled contract to next lowest and best proposal as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Grayson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Grayson County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful offeror.

CONTRACT ADMINISTRATOR: Under this contract, Grayson County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Grayson County Purchasing Department (which has the overall contract administration responsibilities) and the successful offeror.

INVOICES shall show all information as stated above and shall be mailed directly to the Grayson County Auditor's Office, P.O. Box 876, Sherman, Texas 75091.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful offeror is required to pay subcontractors within ten (10) days after the successful offeror receives payment from the County.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Grayson County, Texas.

ASSIGNMENT: The successful offeror shall not sell, assign, transfer, subcontract or convey this contract, in whole or in part, without the prior written consent of Grayson County.

INSURANCE: Before commencing work, the successful bidder shall be required, at his own expense, to furnish the Grayson County Purchasing Agent within ten (10) days of notification of award with certificates of all insurance policies of commercial general liability or comprehensive and personal liability insurance with a \$1,000,000 per-occurrence limit. Employee fidelity coverage in the amount of \$10,000.00 per employee, and worker's compensation insurance with statutory limits and employer's liability insurance with a \$500,000 per-occurrence limit.

The general liability and workers compensation companies must agree to waive all rights of subrogation against Grayson County and its officials and employees. The general liability insurance company must extend coverage to Grayson County as additional insured.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

All required insurance shall be in force throughout the term of this contract. Failure to provide or any lapse in the required insurance may cause for immediate cancellation of award of this contract.

PREFERENTIAL REQUIREMENT: The County of Grayson, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located: _____
 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes no
 - c.) if "yes", what is that dollar increment or percentage? _____ %

Note: Grayson County reserves the right to reject any proposal submitted by a person(s) or company(ies) having delinquent property taxes owed to Grayson County Texas.

ANY QUESTIONS concerning submitting this RFP should be directed to the Purchasing Department at (903) 813-4259, Jeff Schneider - Purchasing Agent.

Introduction

The North Texas Regional Airport in Grayson County (hereinafter referred to as “Airport”), Texas is soliciting proposals for professional real estate broker services for the development of approximately 200 acres of land on the west side of the Airport.

The Airport is located approximately 60 miles north of Dallas. The Airport is located within Grayson County, outside the direct jurisdictions (city limits) of neighboring municipalities. The Airport has an existing 440-acre business park and 225 acres “shovel ready” for development. Additionally, surrounding properties are generally rural in nature, but it has been made known that inquiries have been made regarding development of residential housing. State Highway 289 is currently open and provides a direct connection from the Dallas/Fort Worth Metroplex to the Airport. The Airport is designated as a Foreign Trade Zone status and has Triple-Freeport exemption. The Airport has a 9,000’ runway capable of handling the largest commercial and cargo aircraft, active air traffic control tower, several instrument approaches including an ILS and a recently rebuilt rail spur that connects to the main Union Pacific railroad. A second 8,000’ runway is currently inactive.

Scope of Services

1) Qualifications, Experience:

- **Commercial Industrial, Airport Property specialty**
- **National in scope**
- **Local representative (within 85 miles of Airport)**
- **Meeting goals reputation**
- **5 years related experience**

2) Goals and Objectives

The selected broker shall prepare a series of Goals and Objectives for marketing the Airport.

1. Conduct a kick-off meeting with Airport Marketing Committee leadership
2. Prepare a draft Goals and Objectives list for presentation to Airport leadership (i.e. Grayson County Regional Mobility Authority (GCRMA), City Councils and Staffs of nearby municipalities, Commissioners, etc.) in workshop setting
3. Conduct quarterly progress report meetings with the Airport leadership

Request for Proposal Response Package:

Please provide the Airport eight (8) copies of a response package. Format the response in the following order:

1. Project Approach

Detail the proposed methodology to implement the process:

- a. Project management approach
- b. Advertising the property and signage

2. Project Team

List the qualifications and experience of the respondent firm and team members, including any sub-consultants. Provide an organizational chart depicting the respondent team and all sub-consultants. Please limit team member resume information to one page per person.

3. Relevant Experience

List the respondent's related experience and professional references, including:

- a. A list of three similar projects completed in the last five years with reference contact information (provide contact name, phone number, and e-mail address).

4. Commission Schedule

- a. Submit detail of your proposed commission schedule.

5. License

- a. Include a copy of your current State of Texas broker license.

General Information

1. The Airport will consider one (1) year exclusive contract with a mutually agreed upon renewal for two (2) additional one year periods.
2. Selection Process: From a review of the statements of qualifications received, the Airport intends to invite one or more respondents to be interviewed by a selection committee, anticipated to be made-up of the following:
 - The Airport Director
 - Member of the Commissioner's Court (as appointed by the County Judge)
 - Project Manager, Marketing Bill Retz.
 - Member(s) of the Joint Marketing Committee
 - County Purchasing Agent

The selection committee will present its recommendation to the Commissioner's Court for approval. The selection committee will base its initial evaluation of qualifications on the

following scoring criteria. The committee's final recommendation will be based upon a combination of the initial scoring and interview responses.

Scoring Criteria:

**Quality of response including Proposed Methodology
25 Points**

**Qualifications and experience of the proposed project team; recent
experience in comparable projects
35 Points**

**Marketing strategy
25 Points**

**Commission Schedule
15 Points**

TOTAL possible points = 100

3. The County reserves the right to reject any and all proposals and to waive any irregularities or informalities.
4. For additional information regarding the Airport, please visit:
<http://www.northtexasregionalairport.com>
5. List attachments here (if any)
6. Submittal Process: Interested brokers shall submit **eight (8)** copies of the Request for Proposals response by 10:00 A.M., March 10, 2010 to:

GRAYSON COUNTY AUDITORS OFFICE
100 W. HOUSTON STREET
SHERMAN, TEXAS 75090
No fax copies will be accepted.

Questions concerning the scope of the project should be directed to Mike Shahan, Airport Manager at (903)786-2904 or to Bill Retz, Project Manager, Marketing at (484)343-4040.

Please submit your qualifications and current work schedule for review by the County

OFFEROR DOES () DOES NOT () MEET /AGREE TO ALL SPECIFICATIONS

EXCEPTIONS: _____

FIRM/BIDDER: _____

BY: _____
Signature Title

Type or Print Name and Title

ADDRESS: _____
Street Address and/or P.O. Box No.

City State Zip Code
PHONE: () _____ () _____
A/C Phone Number A/C Fax Number

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE SERVICES HAVE BEEN PROVIDED:

1. Company Name: _____
Address: _____ Telephone No.: _____
Contact Person: _____ Title: _____
2. Company Name: _____
Address: _____ Telephone No.: _____
Contact Person: _____ Title: _____
3. Company Name: _____
Address: _____ Telephone No.: _____
Contact Person: _____ Title: _____

BIDDER MUST RETURN ALL PAGES OF THIS RFP PACKAGE AND ALL DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL



**GRAYSON COUNTY PURCHASING
JEFF SCHNEIDER, PURCHASING AGENT**

100 W. HOUSTON · SUITE 27 · SHERMAN, TEXAS 75090
(903) 813-4259 · FAX (903) 893-5207

ADDENDUM # 1; 10-02-03, REAL ESTATE BROKER

DATE: March 4, 2010

Notice to all Prospective Vendors:

This addendum one (1) is issued to extend the submittal date as follows:

Specification reads: 10:00 AM, Wednesday, March 10, 2010

Specification changed to read: 10:00 AM, Wednesday, March 24, 2010

All other terms and conditions remain unchanged.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Schneider", written over a horizontal line.

Jeff Schneider
County Purchasing Agent