



Request for Proposal for Property Management Services

BID PACKAGE

**Property Management Services provided to:
The Home Builders and Contractors Association of Brevard, Inc.
1500 W. Eau Gallie Blvd., Melbourne, Florida 32935
Issuer: The Home Builders and Contractors Association of Brevard, Inc.
Date of Issuance: October 23, 2020**

Open date: October 23, 2020, 9:00 AM
Closing date: November 23, 2020, 5:00 PM
Contract Award Date: December 11, 2020 (Tentative)
Contract Start Date: January 1, 2021

A. Introduction:

The Home Builders and Contractors Association of Brevard, Inc. (HBCA) is soliciting proposals for a one (1) year contract for property management services for a 20,490 square foot commercial building located at 1500 West Eau Gallie Blvd., Melbourne, Florida.

Vendors are required to submit written proposals that present the vendor's qualifications, acknowledgement of special requirements, and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the specifications listed herein. Emphasis should be placed on completeness of services offered and clarity of content. The proposal must be submitted no later than Friday, November 23, 2020, at 5:00 p.m., directly to the Home Builders & Contractors Association at the following address:

Home Builders & Contractors Association of Brevard, Inc.
Attn: John Thomas, Executive Officer
1500 W. Eau Gallie Blvd., Suite A2
Melbourne, FL 32935

Before the commencement of any property management activities, the HBCA and the successful Respondent must enter into a mutually agreeable property management agreement setting forth the terms and conditions for the provision of property management services to Home Builders & Contractors Association of Brevard, Inc.

B. INTRODUCTION AND BUILDING DESCRIPTION.

The Home Builders and Contractors Association of Brevard, Inc. (HBCA) invites companies to submit a proposal for the provision of property management services for their facility located at 1500 W. Eau Gallie Blvd., Melbourne, Florida. The HBCA's intent in issuing this Request for Proposal (RFP) is to receive proposals from Bidders prepared in accordance with this RFP and consistent with the scope of services outlined herein, and potentially to enter into a contract with the successful Bidder for the provision of those services at the facility.

A general description of the building is as follows:

1. The Department of Corrections (DOC), is the current tenant and occupies 1500 West Eau Gallie Blvd, Suite B, Melbourne, Florida. Suite B is a one floor building which is owned by the HBCA. It currently houses DOC employees as well as persons requiring their services.
 - a. Frequency: Unless a facility emergency demands otherwise, all services will be performed normal business days, Monday – Friday (9:00 a.m. to 5:00 p.m.)
 - b. Restricted Area: Criminal Background Check / Other Security Measures Required
 - c. Number of Floors: One (1)
2. The Home Builders and Contractors Association is the building owner 1500 West Eau Gallie Blvd, Melbourne, Florida and occupies a portion of Suite A while from time to time, leases office, classroom, and auditorium/kitchen space.
 - a. Frequency: Unless a facility emergency demands otherwise, all services will be performed Monday – Friday (9:00 AM to 5:00 PM)
 - b. Number of Floors: One (1)

C. TIME LINE.

1. Mandatory Site Visit.
All Bidders MUST schedule with HBCA and attend a site visit at the building.
2. Inquiries. Any inquiries pertaining to this RFP must be in writing and directed and addressed to the Home Builders & Contractors Association of Brevard, Inc., Proposal for Property Management Services, 1500 W. Eau Gallie Blvd., Suite A2, Melbourne, Florida 32935, Attention: John Thomas, Executive Officer, or emailed to john@hbca-brevard.org no later than 5:00 p.m., EST on November 16, 2020. Form of Submission of Proposals and Closing Date.
3. A signed PDF copy of the Bidder's proposal must be sent to john@hbca-brevard.org. Proposals but be received not later than 5:00PM on November 23, 2020. The HBCA, at its sole discretion, may choose not to consider any or all proposals.

4. Award of Contract and Commencement of Work.

It is anticipated that a contract under this RFP, if awarded, would be awarded by December 11, 2020. It is anticipated that work under any contract that may be awarded would commence on January 1, 2021.

5. Reservation of Right to Extend Time or Terminate Deadlines.

The HBCA reserves the right, in its sole discretion, to change, extend, or terminate any of the dates or perceived commitments stated in this document.

D. GENERAL CONDITIONS AND RESERVATIONS.

1. PROPOSAL SIGNATURES: An authorized official must sign the proposal. Each signature represents binding commitment upon the Bidder to provide the services offered to HBCA if the Bidder is determined to be the most responsive and responsible Bidder.

2. PROPOSAL MODIFICATIONS: Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal Deadline Date, may be made only within the discretion and written approval of the Executive Officer.

3. DUPLICATE PROPOSALS: No more than one (1) proposal from any Bidder, including its Subsidiaries, affiliated companies and franchisees will be considered by the HBCA. In the event multiple proposals are submitted in violation of this provision, the HBCA will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

4. COMPLIANCE WITH LAWS: The Bidder must comply with all federal, state, and local laws and policies.

5. NON-DISCRIMINATION: The HBCA will not knowingly contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance, including race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender identification or expression, religion, familial status, height or weight.

The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

6. WITHDRAWAL: The HBCA reserves the right to withdraw the RFP at any time, without notice; The HBCA may waive informalities if it is in the HBCA's interest.
7. DISQUALIFICATION OF RESPONDENTS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Proposal:
 - a) Evidence of collusion among Bidders.
 - b) Lack of competency
 - c) Lack of responsibility as shown by past work.
 - d) Uncompleted work under other contracts which, in the judgment of the HBCA, might hinder or prevent the prompt completion of additional work if awarded.
8. REJECTION: The HBCA reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Executive Officer or designee that the best interest of the HBCA will be served by doing so.
9. DISCUSSIONS: Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of Proposals to writing.

10. CONTRACT NEGOTIATION: Bidder agrees that any proposal submitted must be firm for at least 90 days from this RFP's closing date.
11. AWARD OF CONTRACT: The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the proposal.

All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 5 business days after notice of the award, then the HBCA may elect to proceed to award a contract to the next Bidder they deem to have be the most responsive and responsible Bidder. Award of a contract is contingent

upon the availability of funds for this project, the determination of which is within the sole discretion of the HBCA.

Acceptance of the Bidder's proposal does not constitute a binding contract. There is no contract until a contract is signed by both the authorized representative of the successful Bidder and the the HBCA's Executive Officer. The HBCA is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the HBCA's offered Contract, as set forth herein, may deem the Bidder non-responsive and result in the rejection of the proposal.

12. **BIDDER RESPONSIBILITIES:** The Bidder, must be capable of providing all services as described under Exhibit A and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Bidder must remain capable of providing all services as described under Exhibit A and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this proposal whether they are provided or performed by the Successful Bidder or Subcontractor(s). Further, the HBCA will consider the Successful Bidder to be the sole point of contact with regard to contractual matters. The Successful Bidder must identify to and receive authorization from, the HBCA for any and all vendors and subcontractors, services, goods, or materials, and a fixed cost estimate thereof, in advance of any work or service to HBCA property. The Successful Bidder is responsible for all payments and liabilities, resulting from the cost of any subcontractor, vendor, contract, service, or good, not authorized in advance by the HBCA.
13. **DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. However, all financial information about a Bidder shall remain undisclosed except as provided by law or court decision. All material submitted with the proposal becomes the property of the HBCA.

Bidders must make no other distribution of their proposals other than authorized by this RFP. A Bidder who shares cost information contained in its proposal with other HBCA employees, officers, directors, members of the association or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other proposals or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

E. SPECIAL REQUIREMENTS

1. Bidder must be a legal, active Corporation, Limited Liability Company, or Limited Partnership. Proof of the company's status shall accompany the proposal form and be available upon request from the HBCA anytime thereafter.
2. Insurance – A liability insurance policy of at least 1 million dollars must be current at all times. Proof of insurance shall accompany the proposal form and be available upon request from the HBCA anytime thereafter.
3. Hours of Operation for Services - Bidder shall ensure that all duties pursuant to this proposal, with the exception of a bonafide facility emergency, shall be conducted during normally accepted normal business days and working hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.
4. Bidder Staff Requirements and Restrictions
 - a) All persons acting on behalf of bidder shall be 18 years of age or older.
 - b) At the bidder's expense, all persons working on behalf of bidder at facilities pursuant to this proposal shall submit to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records by providing the following data for him/herself and any other employed individual(s) to include: full name, race, gender, date of birth, social security number, driver's license number and state of issue check. Upon additional request by HBCA, the Bidder, his/her staff and/or subcontractor(s) shall submit to fingerprinting as directed by the HBCA's tenant, the Department of Corrections, for submission to the Federal Bureau of Investigation (FBI). These initiatives shall be coordinated in conjunction with the HBCA and the State of Florida's Department of Corrections.
 - c) Neither bidder nor any employee acting on behalf of bidder shall be under the supervision or jurisdiction of any parole, probation or corrections authority as it relates to the address associated with this proposal.
 - d) No employee(s) acting on behalf of bidder that has not successfully completed the criminal background check and been approved by HBCA, shall have access to the interior of any facilities pursuant to this proposal.

F. SCOPE OF SERVICES

The following is a representative list of the expected responsibilities of the selected bidder. The following list is not inclusive of all duties. Such duties will ultimately be set forth in the Property Management Agreement.

1. The Bidder will be responsible for soliciting and identifying potential income qualified commercial renters / leases for the renting and / or leasing of office space within the facility as HBCA deems necessary.

2. The Bidder will be responsible for maintaining the facility in a decent, safe and sanitary condition.
3. The Bidder's responsibilities for property maintenance will include:
 - a) Prompt responses to all maintenance requests and completing emergency and routine maintenance work in a timely fashion in accordance with the contract performance standards;
 - b) Securing the facility against unauthorized entry, including routine maintenance of lockable doors and windows and other existing security features and components, and security devices, as well as securing unoccupied units against unauthorized entry and damage;
 - c) Maintaining 24-hour, 7-day maintenance coverage for the entire facility including a contact telephone number for emergency maintenance requests.
 - d) Conduct weekly inspections of the facility exterior and adjacent parking lot and bi-monthly inspections of the facilities interior to ensure safety and proper upkeep.
 - e) Personally conduct monthly fire extinguisher inspections and functional emergency exit and lighting tests for devices within the facility.
 - f) Bidder assumes the cost for the replacement of light bulbs, internal parts of toilets, air conditioning filters, cleaning of drain lines, and related labor.
 - g) Bidder is responsible for the installation and removal of hurricane shutters (provided by HBCA) as HBCA deems necessary (maximum three times per calendar year).
 - h) Bidder, at their own expense, is responsible for the upkeep and cleaning of mildew, mold, spider webs, etc. from the facility's exterior and adjacent sidewalks, taking the corrective action necessary to maintain the exterior and adjacent walkways in a safe, clean and well-kept manner.
 - i) Keep parking lot areas free of trash.
4. The Bidder will be expected to take a proactive approach to maintenance and perform or coordinate any and all needed preventative maintenance work at the facility, not already outlined in this document. The Manager will submit to the HBCA within 60 days of assuming management, a preventive maintenance plan specifying building components and equipment that will be subject to preventive maintenance and the preventive maintenance schedule and estimated cost for each item.
5. The Bidder will have primary responsibility to coordinate vendors and bids for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, roofing, foundations, floors, and interior and exterior walls.
6. The Bidder will also be responsible for coordinating any other necessary extraordinary maintenance and repair work. The Manager must obtain prior approval from the Owner before performing any extraordinary maintenance work, including the major systems work specified above.

7. The Bidder is responsible for maintaining comprehensive, organized maintenance records of the facility to include work performed and materials used, providing these records at HBCA's request.
8. The HBCA reserves the right to assume responsibility for any maintenance or hiring of vendor or contractor as they deem necessary.

G. SELECTION CRITERIA

The winning bidder, if any, will be selected solely by the judgement of the HBCA based on:

- a) Adherence to the requirements in this request for proposal
- b) Membership in the Home Builders & Contractors Association is preferred
- c) Pricing