

**City of Isle of Palms, South Carolina
Request for Proposals (RFP) 2019-01
Commercial Real Estate Consultant Services**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking proposals from qualified consulting firms to provide real estate consulting services to the City.

I. Background

The City of Isle of Palms is a popular tourist destination and residential community of 4,363 residents that is located just outside the City of Charleston, South Carolina. The Isle of Palms Marina is a popular City-Owned Marina that is located directly on the Atlantic Intracoastal Waterway (AIWW) at Morgan Creek, just outside Charleston, South Carolina. Immediately adjacent to the renowned Wild Dunes Resort, the marina provides a variety of amenities for residents and visitors. The Isle of Palms Marina was purchased by the City of Isle of Palms in 1999 and includes a restaurant, boating and water sports activities.

The City currently has four (4) leases at the marina: Marina Joint Ventures, Inc. who manages the operation of the docks; Marina Outpost, LLC who manages the marina store; Tidal Wave Watersports who offers a variety of water sports and Morgan Creek Grill who leases and operates the marina restaurant.

The existing restaurant lease expires in October 2020. In accordance with the City's Procurement Code, the City will follow the request for proposals method for the lease of municipal property. The City is seeking a consultant who specializes in commercial real estate to develop a favorable lease strategy for the City, manage the request for proposals process, and advise in contract negotiations.

II. Scope of Services

The successful individual or firm will provide the following services to the City:

1. Meet with appropriate City staff to discuss overall goals and strategy.
2. Review feasibility and evaluate all available options to develop an efficient strategy for the marina restaurant lease procurement process.
3. Compare and evaluate alternatives that address potential operational and fiscal impacts.
4. Prepare the Request for Proposals documents.
5. Prepare financial analysis, including net present value calculations, to compare prospective tenant proposals.
6. Arrange site visits with prospective tenants, screen and evaluate proposals.
7. Recommend lease terms and conditions and assist the City in contract negotiations.
8. Handle all other customary activities and services associated with real estate transactions.

III. Qualifications

Respondents should have the following qualifications:

1. Licensed and in good standing with the State of South Carolina.
2. Excellent reputation in the real estate community.
3. Knowledgeable of the Charleston real estate market, expertise with commercial waterfront real estate and lease agreements.
4. Knowledgeable in conducting research of public real estate records.
5. Ten years minimum real estate experience to include execution of commercial lease agreements
6. Knowledge of residential zoning requirements, wetlands determination and site regulations, etc.
7. Excellent verbal and written communication skills.
8. Knowledge and understanding of legal and jurisdictional requirements.

IV. Evaluation Criteria

The purpose of information requested in this section is to assist the City in evaluating the proposer's overall qualifications for this project. Proposers should provide the information requested below in a brief yet complete narrative form that can be supplemented with other material. The evaluations will be based on the qualifications of the lead consultant, which is defined to mean the point person designated by the individual or firm to work directly with the City. The City will award a contract to the Consultant(s) offering the most advantageous proposal, taking into consideration all evaluation criteria, as well as billing rates. Finalists may be required to appear for an interview.

1. **Experience and Qualification of Personnel** - Provide a brief summary of the qualifications of the personnel to be involved in the engagement. The Consultant should have been involved in real estate development and/or real estate advising at for at least ten (10) years, with substantial experience work for municipalities, or similar public agencies.
2. **Experience of the Firm** - Provide a brief history of the participation of the firm in similar projects. The proposer may show examples of successful real estate projects and/or programs over a period of ten years or more, with a focus on urban markets.
3. **Experience in Charleston** - Present a detailed description of the lead consultant and firm's experience and understanding of real estate and market conditions in Charleston and the surrounding area.
4. **Quality of References** - Provide recommendations from three references, including at least one governmental entity, which can comment substantively on their experiences with the firm/personnel.
5. **Quality of Previous Work** - Provide information about two previous projects that are similar to the work proposed in this scope.

V. Submission Requirements

Proposals should provide information in sufficient detail and should be organized so that the City can conduct an informed and fair selection process. To be complete, the proposal must include the following information:

1. Legal name and contact information
2. Understanding of project requirements and approach, based on evaluation criteria
3. Information on all team members (background, certification, experience in similar projects)
4. Qualifications and project experience
5. Price proposal with billing rates of proposed team members (see below)
6. At least three references
7. Evidence, type, and amount of professional liability insurance covering negligent errors, omissions, and acts of any person or business entity for whose performance consultant is legally liable arising out of performance of such contracts. Certification regarding required insurance will be required at the execution of the contract.
8. Completion of the attached non-collusion and tax statements

VI. Price Proposal

Firms or individuals must provide a lump sum to perform the scope of services to the City in a separate envelope clearly marked "Price Proposals". The proposal should also include the hourly fee schedule for all personnel. The fee should be on an hourly basis for each labor category and include all expenses.

On a separate page, please include hourly rates for any components intended to be subcontracted and names of sub-contractors, and any other relevant information. Include the name of the proposer on each such page to be submitted.

VII. Proposal Process

Proposals should be submitted to the following:

Desirée Fragoso
Interim City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Submission: The deadline for submission is **10:00 a.m. Eastern Time on Friday, March 8, 2019**. Proposals must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked "**RFP 2019 - 01 Commercial Real Estate Consultant Services**" and include one (1) hard copy and one electronic copy in PDF format. It will be the responsibility of the bidders to verify and confirm receipt by the City.

The City reserves the right to reject, in whole or in part, any proposal submitted which the City believes would not be in its best interest. The City also reserves the right to waive minor deficiencies or reject all proposals.

It will be the responsibility of the proposers to verify receipt by the City. Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any proposer of any means of delivery. All proposals submitted shall include a current e-mail address.

Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all proposals. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFP have been met.

By signing its bid, Respondent certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractor's language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

If the Respondent is a corporation, state your correct corporate name and State of incorporation. If the Respondent is a partnership, state names and addresses of partners. If the Respondent is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO SOUTH CAROLINA CODE SECTION 15-48-10, ET. SEQ., AS AMENDED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) AGREEMENT REGARDING
) COMMERCIAL REAL ESTATE
) CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____day of _____, 2019, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and _____ (“Consultant”).

WHEREAS, City plans to initiate a Request for Proposals for the lease of municipal property located at its marina and desires to engage the services of Consultant to develop a favorable lease strategy for the City to manage the requests for proposals process and advise in contract negotiations in this endeavor. (the “Project”); and

WHEREAS, Consultant agrees to perform the services under the Project pursuant to the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Consultant agree as follows:

1. Scope of Services.

A. Consultant agrees to provide all labor, equipment, materials, supplies, and incidentals which are required to perform all services for the Project pursuant to the bid submitted by Consultant to City dated _____, 2019 (the “Bid”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of a conflict between any provision contained in the Bid and any provision contained in this Agreement, the terms of this Agreement shall control.

B. Consultant agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the services under the Project. Consultant hereby warrants to City that all services on the Project shall be performed according to applicable professional standards. Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Consultant pursuant to this Agreement.

2. Contract Price. For all services to be performed by Consultant on the Project, City agrees to pay to Consultant the sum of _____(\$_____) Dollars, payable as set forth in Exhibit I.

3. Completion Schedule. Time is of the essence. Consultant agrees to complete the Project within ____ (__) days from the date of this Agreement. Provided, however, that if performance by the Consultant is delayed for reasons or causes beyond the control of Consultant (including but not limited to, acts of God, weather conditions, site conditions, delays caused by City and casualty losses) the Project completion date shall be extended accordingly.

4. Change orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Consultant agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Consultant in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Consultant agrees to apply for, obtain and pay for all other governmental permits, fees and licenses necessary for the Consultant’s performance and completion of the services under the Project (including, but not limited to, a City business license).

6. Indemnification and Insurance

A. Consultant agrees to hold harmless and indemnify city and its officers, agents and employees from and against any loss or damage, including all reasonable attorney’s fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines

or penalties (including but not limited to all fees and expenses incurred as a result of death or injury of persons or for loss of or damage to property) arising out of or in connection with Consultant's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Consultant written notice thereof, and Consultant shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Consultant shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;

2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence.

3) Professional Liability: professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Consultant in the amount of \$1,000,000.00 per claim and in the aggregate; and

4) Workers' Compensation: Consultant agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Consultant. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

7. Breach.

(a) In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

(b) Unless authorized by this Agreement, if the Consultant completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Consultant, complete the Project and if the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Consultant, but if such expense exceeds the unpaid balance, the Consultant shall pay the difference to the City.

8. Notices. All notices, consents and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desiree Fragoso, Interim City Administrator

Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Consultant]_____:

Representative: _____

Address: _____

9. Binding Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect (“SCUAA”). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under the Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such nonselecting party, and the decision of the arbitrators shall be final and upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney’s fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the party for all reasonable fees and costs, including attorney’s fees, incurred in the proceedings seeking injunctive relief.

10. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

11. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by the party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of

any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

12. Governing Law; Severability. This agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

13. Binding Agreement. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Subcontracting and Assignment. Consultant agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

15. Section Headings. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

By: _____

Title: _____

(as to City)

_____, Consultant

By: _____

Title: _____
(as to Consultant)

EXHIBIT I

(Attach Consultant's Proposal, dated _____, 2019)