

REQUEST FOR PROPOSALS FOR  
MARKETING AND SALE OF REAL ESTATE  
SERVICES

MIDDLE SMITHFIELD TOWNSHIP



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ISSUED BY: MIDDLE SMITHFIELD TOWNSHIP BOARD OF SUPERVISORS  
Middle Smithfield Township Municipal Building  
147 Municipal Drive  
East Stroudsburg, Pennsylvania  
Attention: Township Secretary

PROPOSAL DUE BY: February 27, 2020  
2:00 p.m.

# REQUEST FOR PROPOSALS

## **I. PURPOSE OF REQUEST**

The Board of Supervisors of Middle Smithfield Township (the “Township”) through this Request for Proposal (“RFP”) invites written proposals from qualified services providers, as defined herein, (“services providers”) to provide the Township with marketing and sale services for the sale of the Township-owned real estate.

## **II. GENERAL INFORMATION ABOUT THE TOWNSHIP**

Middle Smithfield Township is a municipality located in Monroe County, in the Poconos area of northeast Pennsylvania. The Township is organized and operated under the Pennsylvania Second Class Township Code, 53 P.S. Section 65101, et seq. The Township is governed by its three (3) member Board of Supervisors. The Township has an approximate population of 16,000 residents, as of the 2010 census. More information concerning the Township, including financial information, audits, Board minutes and ordinances, are available on the Township’s website at [www.MiddleSmithfieldTownship.com](http://www.MiddleSmithfieldTownship.com).

Sale of Township-owned real estate must comply with the procedures in the Pennsylvania Second Class Township Code. Township-owned real estate, generally, must be sold by public auction or to the highest bidder after public notice of sale. The Township Board of Supervisor anticipates that the option of highest bid, after public notice of sale, will be the process used for the sale of the Township real estate which is the subject of this RFP.

## **III. GENERAL INFORMATION ABOUT THE TOWNSHIP REAL ESTATE**

The Township intends to sell the following real estate (the “Real Estate”), which the Township has determined to be not necessary or useful to Township operations.

The Township Real Estate consists, generally, of undeveloped land, golf course, club house and maintenance building, all totaling approximately 410 acres of land. Sale of the real estate would include all furniture, fixtures and equipment associated with the clubhouse and golf course, including sixty (60) golf carts and one (1) beverage cart.

A copy of the deed (the “Deed”) conveying the Real Estate to the Township, subject to covenants and restrictions, is attached to this RFP.

All property is to-be sold “as is”, and without warranty.

The undeveloped land is primarily, or entirely, contained in so-called Tract 1, PIN #: 09-7334-00-03-3428, Tax Parcel #: 9/10/1/86, which is approximately 320 acres in

size. Tract 1 consists of approximately 255 acres of undeveloped land and 65 acres of developed golf holes. The developed golf holes are deed restricted to remain either golf holes or open space, including recreation use.

Tract 1 is primarily contained in the C-2 Commercial Zoning District, with approximately 23 acres being in the R-3 Residential Zoning District. The area in the R-3 Zoning District is adjacent to the Country Club of the Poconos Planned Residential Development (PRD), and consists primarily of developed golf holes.

The clubhouse consists of a one story building with finished basement, totaling over 16,000 square feet in size, with a paved parking containing 120 parking spots. The clubhouse has existing kitchen, bathroom, shower and bar facilities and liquor license.

The clubhouse and holes outside of the Tract 1 (approximately 80 acres) are located within the Country Club of the Poconos PRD.

The Township golf course is commonly known as the Country Club of the Poconos Golf Course.

Please note that the tract of land referred to in the Deed as Tract 2, Tax Parcel #09/10/1/83, approximately 28 acres in size, was previously sold by the Township, and, as a result, is no longer Township-owned real estate, and not part of the anticipated sale.

#### **IV. PROPOSAL INSTRUCTIONS**

A. Proposals may be sent in a sealed envelope by mail, overnight delivery, or hand delivery, but, in each case, must be received by the Office of the Township Secretary, located at the Middle Smithfield Township Municipal Building, 147 Municipal Drive, East Stroudsburg, Pennsylvania, no later than **2:00 p.m. on February 27, 2020**, for the receipt of proposals. Proposals may not be sent by either fax or electronic mail.

B. The service provider shall submit one (1) original proposal and three (3) copies.

C. It is the sole responsibility of the service provider to ensure that the proposal arrives on time and bears the handwritten signature of a representative duly authorized to sign. The name, address and telephone number of the person to contact must be clearly identified.

D. Any questions about the RFP should be directed to:

Annette Atkinson, Township Supervisor and Administrative Director  
Middle Smithfield Township  
147 Municipal Drive  
East Stroudsburg, PA 18302  
PHO: (570) 223-8920  
E-MAIL: [aatkinson@mstownship.com](mailto:aatkinson@mstownship.com).

#### **V. PROPOSAL PREREQUISITES**

Service providers shall have all required federal, state and local licenses to engage in the marketing, brokering, and advising of property owners in the marketing and sale of real estate.

Service providers shall not currently be under investigation, or subject to disciplinary action, by any professional licensing board.

Service providers shall be current on all Middle Smithfield Township tax and other financial obligations, to the extent applicable, and not currently in violation of any Township ordinances, rules, regulations, and policies.

Service providers must maintain professional liability insurance in an amount not less than \$1,000,000.

Service providers shall have marketing and sale experience in at least one (1) of the following areas:

- Municipally-owned real estate
- Golf courses
- Hotels/resorts, or other hospitality-based properties
- Undeveloped property more than 50 acres in size, expected to be used for commercial development.

## **VI. SELECTION PROCESS AND CRITERIA**

To be considered, each proposal must, at a minimum, meet the above-stated prerequisites. The Township will evaluate all proposals, during which time the Township may request from one or more service providers clarification of information submitted and additional information.

The Township is seeking professional services. The Township is not required to competitively bid professional service contracts, or to award such contracts to the lowest cost provider. While the cost of services is an important consideration in the Township's award of a contract for professional services, it is not the only factor. The Township may award a contract to a service provider who is not the lowest cost proposer, if the Board of Supervisors decides the award is in the best interests of the Township. In addition, after receiving proposals, the Township may elect to negotiate further with solely one service provider, and on terms different than those originally requested, or proposed, as the Board deems is in the best interest of the Township.

Factors to be considered in the evaluation process include, without limitation:

A. Experience of the service provider. Number of years and type of experience will be considered, as well as specific experience (verifiable through references) in the Commonwealth of Pennsylvania.

B. Organization, size, and structure of the service provider.

C. Qualifications of the staff to be assigned. Education, position in service provider, and years and types of experience will be considered, based on the information provided in the proposal.

D. Location and accessibility of the service provider and of the staff to be assigned.

E. Responsiveness of the written proposal to the scope of services outlined in this RFP and adherence to the proposal format.

F. Proposed fee.

## **VII. ADDITIONAL ITEMS**

### **A. Independent Contractor:**

It is understood, agreed, and recognized, the successful service provider awarded the contract will be an independent contractor and not an employee of the Township. Further, any employees of the service provider shall be the sole responsibility of the service provider to direct and control the terms and conditions of employment, and the Township shall never be considered an employer or joint employer of the employees of the service provider. The successful service provider will be required to comply with such terms and conditions established by Township with regard to clearances, confidentiality indemnification and termination of services. Further, it is the sole responsibility of the service provider to comply with any and all federal, state, and local employment law with respect to its employees.

### **B. Governing Law and Venue:**

Awarded service provider must agree that any agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity, enforcement and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise. Notwithstanding anything to the contrary, venue and choice of law of any claim or dispute arising out of, related to, or implicating the terms of this Agreement shall exist exclusively in the Court of Common Pleas of Monroe County, Pennsylvania.

### **C. Collusion:**

Any agreement or collusion among service providers or perspective service providers in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal or otherwise shall render proposals of such vendors void and shall cause such vendors to be disqualified from submitting proposals to the Township.

By submitting a proposal, the Service Provider is deemed to make the following certifications:

1. Its proposal has been independently arrived at without collusion with any other service provider or with any competitor.

2. Its proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals to any other service provider, competitor or potential competitor.

3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a proposal.

4. The person signing its proposal has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the service provider as well as the person signing in its behalf.

D. Reference Information:

Service provider shall provide a list of three (3) clients for whom they are currently providing, or have provided services.

E. Assignment and Subcontracting:

The service provider may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Township.

F. Right to Refuse Personnel:

Service providers must submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include: license/certification and length of time employed by said contractor. This includes part-time and full-time employees. The Township reserves the right to refuse, at its sole discretion, any personnel.

G. Reserved Rights and Options:

The Township reserves and holds the right, at its sole discretion, to:

- Accept any proposal;
- Reject any and/or all proposals;
- Not enter into a transaction with any service provider;
- Terminate consideration or evaluation of any proposal at any time, for any reason;
- Suspend, discontinue or terminate the RFP process for any reason;

- Negotiate with a selected service provider without being bound by any provision in a proposal;
- Request or receive additional information regarding any proposal;
- Revise, supplement, withdraw or cancel all or part of this RFP for any reason;
- Conduct investigations with respect to the qualifications and experience of service provider;
- Change or deviate from the schedule for dates specified in this RFP;
- Evaluate alternative operational and financial models;
- Request clarifications; and
- Take any other action affecting the RFP or the process that is in the Township's best interest.

H. Cost of Proposal:

Proposals are to be prepared at the sole cost and expense of the service provider, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses related to this RFP from the Township or its officers, employees, advisors, or representatives, or any other party for any reason.

I. Accuracy of the RFP and Related Documents:

The Township assumes no responsibility for the completeness or the accuracy of specific technical and background information presented in this RFP or otherwise distributed or made available during this RFP process. No person has been authorized by the Township to give any information other than the information contained in this RFP and, if given, such other information should not be relied upon as having been authorized by the Township. The information set forth herein has been obtained from sources that are believed to be reliable but is not guaranteed as to accuracy or completeness. The information contained herein is subject to change without notice.

It is the obligation and responsibility of each service provider submitting a Proposal to:

(a) Reviewing the terms of this RFP so that it is familiar with all aspects of it;

(b) Analyze all applicable federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost or performance set forth in the service provider's Proposal; and

(c) Notify the Township, prior to the submission of responses to this RFP, of any conflicts, errors, omissions, or discrepancies herein. It is the service provider's responsibility to ensure that it proactively addresses any questions, issues, or concerns related to the RFP or the RFP process.

J. Suspension or Debarment:

By submitting the information called for by this RFP, the service provider submitting the information certifies that neither it nor those within its organization (including partners and subcontractors) are under suspension or debarment by any governmental entity, instrumentality, or authority.

K. Compliance with Applicable Law:

Service providers are responsible for ensuring that their Proposal, as submitted, is in compliance with all potentially applicable legal requirements. In addition, the successful service provider shall furnish the Township upon request any and all documentation regarding necessary licenses, permits, certifications or registrations required by the laws or rules and regulations of the Township, other units of local government, the Commonwealth of Pennsylvania, and the United States. By submitting its Proposal, the service provider certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and registrations in force during the term of any contract it enters into for development of the Plan.

All of the responsibilities that the service provider and its approved partners and subcontractors perform under any resulting agreements must be performed in accordance with applicable law (including all applicable governmental approvals). The service provider shall immediately remedy any failure to comply with applicable law at its expense and shall pay any fines and penalties related thereto.

L. Confidentiality:

All responses and related materials are the property of the Township and will not be returned. At the conclusion of the process, the Township may retain or may dispose of any and all materials received from service provider. In no event will the Township assume liability for any loss, damage or injury that may result from any disclosure or use of proprietary information.

By submitting a response, each service provider acknowledges and agrees that any ideas, intellectual property, improvements or other suggestions will not be subject to any restrictions on use by the Township or any other entity.

**VIII. PROPOSAL CONTENTS**

Each proposal shall include:



1. Description of Proposer's organization and general background and experience
2. Description of personnel to be involved in the delivery of services, and their background and experience relevant to the proposed services.
3. Statement of elements of services to be provided
4. General anticipated approach, strategy or plan for fulfillment of services to the Township, including maximization of sale proceeds to the Township.
5. Expected time schedule and milestones of marketing and sale of the Township Real estate.
6. Proposed fee structure, including the sharing of fee with any broker or agent for a buyer, if any.
7. Disclosure of any relationship between proposer, and its principals, and any current or former Township official or employee.
8. Proof of proper licensing.
9. Proof of insurance.
10. Proposed services contract.
11. Information regarding experience in the sale of real estate as required in Section V of this RFP.
12. References.

TOWNSHIP  
DEED  
ATTACHED  
HERE TO