

Montgomery County RFP 25-57
Office of the Commissioners
Advisory and Real Estate Brokerage Services

MONTGOMERY COUNTY PROFILE

Montgomery County is located approximately 20 miles west of Center City Philadelphia, Pennsylvania. Governed by a three-member Board of Commissioners, the County government is a large, diverse organization whose mission is to provide quality services in an efficient and cost-effective manner.

Montgomery County, with over 865,000 residents, is the third most populous County in the Commonwealth of Pennsylvania and has a population greater than four states (Wyoming, Vermont, Alaska, and North Dakota). Some of the services the County government provides its citizens include human services, a highly regarded community college, child welfare services, an outstanding park and historic site system, mental health services, and a judiciary recognized as one of the Commonwealth's finest.

The County's prudent fiscal management and integrity is constantly borne out by the highest AAA Bond Rating possible from the financial marketplace – one of less than 50 counties in the U.S. with such a rating.

SCOPE

The County of Montgomery is seeking advisory and brokerage services from a Pennsylvania Licensed Commercial Real Estate Broker for the long term ground lease OR fee simple sale of a portion (+/- 38 acres) of County-owned total 45.9 acre property known as the former Ivy Rock Quarry shown on the attached survey and located off Conshohocken Road, Plymouth Meeting, PA 19462 (Plymouth Township). The County intends to retain a portion of the property containing approximately 8 acres for use as an expansion of the Montgomery County Public Safety facility and a possible household recycling center. Subdivision of the property will occur after a lease and development agreement, or purchase and sale agreement is secured. In addition, the County will require the construction of a public road through the property that will extend Academy Drive to connect with Alan Wood Road. It is expected that this construction will occur with the future development of the property, with subsequent dedication of the new roadway to the County.

INTENT TO SUBMIT

By close of business on **November 7th, 2025** a confirmation email must be sent to Ray Heydt at ray.heydt@montgomerycountypa.gov with your intent to submit a proposal for this solicitation.

REQUIREMENTS

The selected broker will be required to provide, **at a minimum**, the following services:

- **Perform highest and best use analysis;**
- **Develop supportable pricing guidance for a long term (99 year) ground lease AND fee simple arm's length sale;**

Montgomery County RFP 25-57
Office of the Commissioners
Advisory and Real Estate Brokerage Services

- **Create a comprehensive marketing plan providing both a targeted and broad approach that should result in the highest number of qualified bids;**
- **Assist the County in creating development guidelines for preferred uses that will result in the highest qualitative and quantitative benefits for the people and businesses in the County, while keeping the Property attractive to a tenant or purchaser;**
- **Create, assemble, and manage a digital due diligence materials “room” with appropriate access controls and NDAs if required by the County;**
- **Manage the process of soliciting interest, vetting potential buyers/tenants, and negotiating deal terms;**
- **Presenting all offers to the County in a timely manner and creating an offer comparison matrix that includes objective and subjective comparisons;**
- **Assist in the execution of an agreed transaction through lease execution OR closing settlement;**
- **Assist in the subdivision process with Plymouth Township as necessary; and**
- **Represent the County’s best interests as a single agent fiduciary.**

QUALIFICATIONS

Provider must be a broker licensed in the Commonwealth of Pennsylvania. Demonstrable experience in dispositions of larger complex land parcels to developers or users is preferred.

CONTRACT PERIOD WITH OPTION TO EXTEND

The period of the contract shall be one hundred and eighty (180) days commencing upon contract execution. Thereafter, the contract shall continue for additional ninety (90) day periods until the Property has sold and closing proceedings have completed. The County reserves the right to terminate the agreement at any time.

COMPANY PROFILE AND PROVIDER INFORMATION:

The proposal to this request must contain the following:

- Brief (one or two paragraphs) description of the provider’s business in Montgomery County or the greater Philadelphia region.
- Provider identification (EIN)
- Corporate name, address, phone numbers
- Contact person(s) (including email)
- Broker size and ability to market globally
- Number of years in business IN THIS REGION

Montgomery County RFP 25-57
Office of the Commissioners
Advisory and Real Estate Brokerage Services

VALUE-ADDED CONSIDERATIONS

Include any relevant services or products that will be provided to the County which are not priced in this proposal, but which enhance the disposition process.

RESPONSE FORMAT FOR COST PROPOSAL AND VALUE-ADDED INFORMATION

Please clearly provide your full fee schedule and pricing for the items/services listed in the above requirements under both a ground lease scenario, and a fee simple sale scenario, with examples of the total costs to the County. Indicate any discount levels or fee sharing with the County if applicable. **The cost proposal will be submitted as a separate document. No pricing should be included in the technical proposal.**

INSURANCE

The successful firm shall be required to carry professional liability insurance of not less than \$1,000,000.00 and general liability insurance of not less than \$1,000,000.00 for personal injury, property damage insurance of not less than \$1,000,000.00, errors and omissions insurance of not less than \$1,000,000.00 and Workers Compensation of required amounts and professional liability insurance in the amount of \$1,000,000.00.

PROPOSAL EVALUATION

Montgomery County's evaluation committee will consider the criteria detailed in the Mandatory Requirements Section when evaluating the proposals.

LIABILITY OF ERRORS

While the County has made considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts related to the Property, and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

Further, the response shall undertake to provide appropriate assurances to the County that Service Provider's conduct shall be risk-free to the County.

CONTRACT SOLUTION

The County expects to award this contract to ONE Broker under exclusive single agency, however, the County reserves the right to award a contract in part or in full to more than one Broker, or not at all.

OPEN RECORDS

Pursuant to Pennsylvania law and County policy, all records, except as specifically excluded by statute, with respect to its contracts are available for public inspection and copying. You should become familiar with the applicable law and its relationship to your Contract and its performance.

Montgomery County RFP 25-57
Office of the Commissioners
Advisory and Real Estate Brokerage Services

PROPOSAL PREPARATION AND SUBMISSION

All submissions must conform to the Provider Response Format and all the requirements as “Requirements Section”. Proposers are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed may be cause for rejection.

FORMAT OF PROPOSAL

Original and all copies of the proposer’s proposal should be arranged as follows:

- **Title Page:** showing RFP number, closing date and time, proposer name, address, telephone number, contact person, and EIN number.
- **Letter of Introduction:** one page, introducing the company and signed by the person(s) authorized to sign on behalf of, and bind the company to, statements made in response to this RFP.
- **Company Profile and Provider Information:** addressing the Company Profile and Vendor Information points.
- **Detailed Response:** addressing each of the items listed under the Scope and Requirements Section.
- **References:** provide a minimum of three (3) references for similar projects completed (preferably government entities); include contact name, telephone number, date of contract, date of completion, and dollar value of contract.
- **Cost Proposal (to be submitted as a separate document)** – addressing all costs.

Proposers must conform to instructions given regarding proposal requirements as detailed.

MANDATORY REQUIREMENTS

This RFP includes mandatory requirements. Proposals must meet all requirements identified in the Requirements section.

QUESTIONS AND ANSWERS

All questions regarding this Specification must be submitted via the Messages/Vendor Discussions section of this Solicitation in Bonfire. Answers will be posted in Bonfire, all invited entities will be able to view all the submitted questions and the answers posted by the County.

NOTIFICATION OF CHANGES

All recipients of this Request for Proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

CHANGES TO PROPOSAL WORDING

No changes to wording of the proposal will be accepted after submission, unless requested by the County.

Montgomery County RFP 25-57
Office of the Commissioners
Advisory and Real Estate Brokerage Services

FUNDING

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

OWNERSHIP OF PROPOSALS

All responses to this Request for Proposal become the property of the County.

PROPOSERS EXPENSES

Prospective proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

CONTRACT SOLUTION

The County reserves the right to award contract(s) in part or in full, or not at all.

ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

LIABILITY OF ERROR

While the County has made considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

ACCEPTANCE OF TERMS

All the terms and conditions of this RFP are deemed to be accepted by the proposers and incorporated in its proposal, except those conditions and provisions that are expressly excluded by the proposal.

PAYMENT HOLDBACK

The County shall not pay the total contract price until requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

FINANCIAL STABILITY

The successful proposer must demonstrate financial stability and business continuity and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

Montgomery County RFP 25-57
Office of the Commissioners
Advisory and Real Estate Brokerage Services

NEGOTIATION DELAY

If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the County may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.

Unpublished information pertaining to the County or its customers obtained by the proposer because of participation in this project is confidential and must not be disclosed without written authorization from the County.

GENERAL

After the submission of proposals, interviews and negotiations may be conducted with some of the proposers, but there shall be no obligation to receive further information from any proposer.

The County shall not be obligated in any manner to any proposer, whatsoever, until a written agreement has been duly executed relating to an approved proposal. The County reserves the right to modify the terms of the RFP at any time in its sole discretion.

Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

All costs of developing proposals and any subsequent expenses relating to contract negotiations are entirely the responsibility of the proposer and may **NOT** be charged to Montgomery County.

It is County policy to solicit proposals with a bona fide intention to award a contract. This policy notwithstanding, any proposal shall be submitted with the following understanding:

The County reserves the right, at any time, to procure any service by any other means.

The County reserves the right, at any time, to modify the selection process or the scope of a project or of the required responses.

Solicitation of proposals and granting of exclusive negotiation rights does not commit the County to accept any terms of any proposal. Final terms of any agreement will be determined by direct negotiation. All agreements are subject to the approval of the Board of Commissioners of Montgomery County.

The County may suspend or terminate negotiations at any time that it determines additional negotiations would be unproductive.

If only one proposal is received, the County may initiate negotiations with the consultant/consulting team submitting the proposal or seek additional proposals on an informal or formal basis.

Submission of a proposal constitutes express acceptance by the Proposer of all conditions and provisions of this Request for Proposal including all attachments.